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SUPREME COURT OF THE UNITED STATES.

No. 72.

FRANCIS SELDEN, APP'T,

agst.

LAWRENCE MYERS, PHILIP PIKE, WALTER LENOX, AND JAMES C. McGUIRE.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF WASHINGTON.

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GIDEON, Print.

Style of the Court.

DISTRICT OF COLUMBIA, *sct:*

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the third Monday of October, being the fifteenth day of the same month, in the year of our Lord one thousand eight hundred and fifty-five, and of the independence of the United States the seventy-ninth. Present, hon'l James S. Morsell, hon'l James Dunlop, assistant judges; Jonah D. Hoover, esquire, marshal; John A. Smith, clerk.

In the record of the proceedings of the same court, among others are the following, to wit:

Parties.

FRANCIS SELDEN ag'st LAWRENCE MYERS, PHILIP PIKE, WALTER LENOX, AND JAMES C. MCGUIRE.

Be it remembered, that heretofore, to wit, on the 18th day of July, in the year 1853, the said complainant, by Wm. B. Webb, esq., his solicitor, filed in court here the following bill of complaint, with the endorsement thereon, to wit:

Bill of Complaint.

To the honorable the Judges of the Circuit Court, sitting as a Court of Equity.

Humbly complaining showeth unto your honors, your orator, Francis Selden, that he is a resident of the city of Washington, in the District of Columbia; that heretofore, to wit, in the year eighteen hundred and forty-six, he had a settlement with the firm of Lawrence Myers & Company, of New York, of all accounts standing unsettled between him and said firm; that after said settlement the said Lawrence Myers, for the said firm, in order and for the purpose of enabling your orator to carry on the business in which he was at that time engaged, did agree that, in consideration that your orator would give to the said firm of Lawrence Myers & Company his certain promissory note for twelve hundred and forty-six dollars and sixty-eight cents, payable on the first day of January, 1849, they would make your orator such advances from time to time, as he should need them, of goods or money, as would enable your orator to prosecute his business as aforesaid; that this arrangement was of so great advantage to your orator, that he accepted it without hesitation, and did make the note required; that is to say, a promissory note for twelve hundred and forty-six dollars and sixty-

eight cents, ($1,246 68,) bearing date the thirty-first day of December, 1846, payable on the first day of January, 1849; that afterwards, at the request of said Myers, your orator did execute a deed of trust to Walter Lenox, as trustee, to secure the payment to *Walter* Lawrence Myers and Philip Pike, trading under the name and firm of Lawrence Meyers & Company of New York city, of the note aforesaid, by which he conveyed to said trustee lot numbered two, in square numbered two hundred and forty-seven, in said city of Washington situated. And your orator prays that the said Lawrence Meyers, Philip Pike and Walter Lenox may be made defendants to this *their* bill.

And your orator further avers, charges and shows, that the aforesaid note was given with the distinct understanding that advances should be made to the amount therein set forth, that is to say, to the full amount of twelve hundred and forty-six $\frac{68}{100}$ dollars, but that only a very small advance was made, that is to say, about two hundred dollars, which said last mentioned sum has been diminished by sundry payments made by your orator to the aforesaid Lawrence Meyers & Company; that the property conveyed by the aforesaid deed of trust is very valuable, that is to say, of much greater value than the entire amount set forth in said note; that your orator can neither read nor write; that said deed was not read to him, but was signed by him upon the recommendation of persons in whom he had confidence; that at the time of executing said deed he did not know that the whole of said property was included therein, but was under the impression that he was conveying only a portion of said lot, that is to say, so much thereof as was occupied by one of the houses standing on said lot, with the depth of said lot.

And your orator further charges, and verily believes the said Lawrence Meyers & Co., at the time of the execution of said deed, intended to defraud your orator, and with view and intention persuaded your orator to execute the same; that since the execution of said deed the said Lawrence Meyers and Company have refused to make advances, either in money or goods to your orator; that the west half of said lot numbered two, in square numbered two hundred and forty-seven, is now advertised for sale by the aforesaid trustee, under the deed of trust mentioned; that said sale is to take place on the 18th day of July instant, and is to be made at public auction by James C. McGuire, auctioneer; that if said sale is allowed to proceed, your orator will be greatly injured and defrauded thereby.

And your orator further charges and avers, that he has had no opportunity to make such a settlement as the nature of the foregoing arrangement and the advances and credits herein before set forth demand; and that if said sale is made, your orator verily believes that said property will be sacrificed, and that he will be defrauded out of his property as aforesaid.

To the end, therefore, that the said defendants may answer the matters and things herein before contained and stated, as fully and particularly as though they were here again repeated, and they were there-

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unto specially interrogated, and that your honors may pass a decree setting aside and annulling the aforesaid deed of trust for fraud; and that your orator may have such other and further relief as his case may require. May it please your honors to grant unto your orator the writ of subpœna against the said Walter Lenox, commanding him to be and appear in this court, at some certain day to be therein named, to answer the premises, and abide by and perform such decree as may be passed therein; and for as much as the aforesaid Lawrence Myers and Philip Pike are residents of New York city, out of the District of Columbia, may it please your honors to grant an order of publication, giving notice to said non residents of the substance and object of this bill, and warning them to be and appear in this court, in person or by solicitor, on or before a certain day, to answer the premises, and show cause, if any they have, why a decree ought not to pass as prayed. May it please your honors to grant unto your orator a writ of injunction against the said Walter Lenox, James C. McGuire, and any and all of the agents of said Lenox, enjoining and strictly prohibiting them, and each or any of them, from selling or disposing of the aforesaid lot of ground and premises, or any part or parcel thereof; and so, as in duty bound, will your orator ever pray, &c.

FRANCIS his ✕ mark. SELDEN,
MORGAN & WEBB,
Counsel for Plff.

DISTRICT OF COLUMBIA,
County of Washington.

Before the subscriber, a justice of the peace in and for the district and county aforesaid, personally appeared Francis Selden, and made oath on the Holy Evangely of Almighty God, that the matters and things set forth in the foregoing bill, as of his own knowledge, are true; and that those derived from the information of others he believes to be true.

Sworn to before me this 16th day of July, 1853.

B. K. MORSELL, *J. P.*

DISTRICT OF COLUMBIA,
County of Washington, ss:

Before Jas. Dunlop, one of the judges of the circuit court, personally came William B. Webb, and made oath that he is informed and verily believes, that Lawrence Myers and Phillip Pike, parties defendants to the foregoing bill, are non-residents.

JAS. DUNLOP.

On the back of the foregoing bill is the following order, to wit:

Order for Injunction.

To the Clerk of the circuit court of the District of Columbia: Before the complainants filing their and an injunction bond in the sum of

eighteen hundred dollars, with security to be approved by one of the judges of the court, with condition to prosecute his writ with effect, and answer all damages and costs which the defendant may sustain by granting this injunction, in case it should be dissolved, let the writ of injunction issue as prayed.

JAS. DUNLOP.

July 16, 1853.

Injunction Bond.

Whereupon the said complainant, by his solicitor aforesaid, filed in court here the following bond, to wit:

Know all men by these presents, that we, Francis Selden, Thomas C. Donn, and John A. Throckmorton, are held and firmly bound unto Lawrence Myers, Phillip Pike, and Walter Lenox, in the just and full sum of eighteen hundred dollars current money of the United States, to which payment, well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this eighteenth day of July, in the year of our Lord one thousand eight hundred and fifty-three.

Whereas the said Francis Selden is about to obtain from the court of chancery an injunction to restrain the aforesaid Walter Lenox from selling certain property in the city of Washington, situated under a deed of trust, in which he, the said Lenox, is trustee: Now the condition of this obligation is such, that if the said Francis Selden shall prosecute the said writ of injunction with effect, and satisfy and pay all costs, damages, and charges, that shall occur in the court of chancery, unless the court of chancery shall decree to the contrary, and shall, in all things, obey such order and decree as the court of chancery shall make in the premises, then the above obligation to be void, else to be and remain in full force and virtue.

Witness our hands and seals this eighteenth day of July, 1853.

FRANCIS his ✕ mark. SELDEN, [SEAL.]

THOMAS C. DONN, [SEAL.]

JOHN A. THROCKMORTON. [SEAL.]

Attest to Selden's mark,

W. B. WEBB.

Witness: JOSEPH REYNOLDS.

I consider the security on the above bond to perfectly good for the amount stated in said bond.

J. H. GODDARD, *J. P.*

Approved:

JAS. DUNLOP.

Injunction and Subpœna issued.

Thereupon the injunction and subpœna issued, returnable to the August rules following.

Marshal's Return of Injunction.

And now, to wit, the first Monday of August, 1853, being the day of return of the process aforesaid, the marshal makes return thereof, that he had summoned and enjoined the defendants; the cause was continued regularly at rules until the 14th day of November, 1853, when the defendants, by Charles S. Wallach, esquire, their solicitor, filed in court here the following answer, to wit:

Separate Answer of Lawrence Myers.

FRANCIS SELDEN
vs.
LAWRENCE MYERS, PHILIP PIKE, & WALTER LENOX.

Circuit Court of the District of Columbia for Washington county—In chancery, No. 930.

Separate Answer of Lawrence Myers to the bill of complaint in this cause filed.

This defendant, saving and reserving unto himself now and hereafter all manner of benefit of exceptions to the manifest errors, imperfections and irregularities in said bill contained, for answer thereto, or to so much thereof as is necessary for him to answer, answering says, that this defendant admits, that said complainant had a settlement through this defendant, with the said firm of Lawrence Myers & Co., of New York, of all accounts then standing unsettled between the said complainant and said firm, as in said bill alleged, but this defendant denies that either before or after said settlement, this defendant, for himself or for said firm, agreed that this defendant or said firm would make such or any advances either of goods or money to the said complainant, as in said bill alleged, and that said promissory note in said bill mentioned was given the said complainant in consideration of any such promise or agreement or understanding as in said bill alleged, but this defendant avers and charges, that on the contrary said promissory note in said bill mentioned was given and passed by the said complainant to the said firm upon such and said settlement of accounts for goods, wares and merchandise, before that time sold and delivered by the said firm of Lawrence Meyers & Co., to the said complainant, and purchased by the said complainant of and from the said firm, and for and in payment of the balance found due and owing the said firm, and acknowledged by the said complainant to be then due and owing the said firm, in, upon and by such settlement of accounts for said goods, wares and merchandise, so before that time sold and delivered by the said firm to the said complainant. And this defendant further answering said bill admits, that said complainant made and executed said deed of trust to said defendant, Walter Lenox, in said bill mentioned, conveying to the said trustee the lot and premises with the appurtenances, as in said bill mentioned, to secure the payment of said promissory note in said bill

mentioned; but this defendant denies, that said complainant did not know that said deed conveyed the whole of said lot and premises with the appurtenances as in said bill alleged, but avers and charges, that said deed was made and executed after the same had been fully read and explained to him, the said complainant, and with full and perfect knowledge of its contents, purport and effect, and voluntarily, the said complainant, for the purpose of securing the payment of the said promissory note. And this defendant further answering said bill denies, that this defendant or the said other defendants, Philip Pike or Walter Lenox, or either of them, at the time of the making or the execution of the said deed of trust in said bill mentioned, or before or since, intended or did defraud the said complainant, or use or practice any fraud or deceit whatsoever upon or towards the said complainant, as in said bill alleged.

And this defendant further answering said bill denies, that said property mentioned in said bill (as this defendant is informed and believes) is greatly more than sufficient in value to pay the said promissory note as in said bill alleged, but avers and charges, as this defendant is informed and believes, that at the time of making and executing said deed of trust to the said defendant, Walter Lenox, the said complainant had made and executed a certain other deed of trust conveying the east half of said lot and premises with the appurtenances to one John H. Saunders, his heirs and assigns, to secure the payment of certain moneys due to one Furman Black, and that said east half, as this defendant is informed and believes, has, in and by virtue of said deed to said Saunders, been sold and conveyed, and that the remaining half of said lot and premises with the appurtenances is, *at* this defendant is informed and believes, not more than sufficient, if sufficient, to pay and satisfy said promissory note and interest in said bill mentioned. And this defendant further answering said bill denies, that sundry payments have been made by the said complainant on said promissory note as in said bill alleged, and that the said complainant is entitled to any credit thereon, save and excepting only the sum of one hundred and nineteen dollars seventy cents, the amount of a claim of the said complainant against one William Walker, with interest thereon from 11th of Sept'r, 1845, assigned by the said complainant to the said firm, in part payment of and on account of said promissory note in said bill mentioned, but avers and charges that the whole of said promissory note and interest, excepting the said sum of one hundred and nineteen dollars and seventy cents, the amount of said claim against the said Walker with interest thereon from 11th of Sept'r, 1845, so as aforesaid assigned by the said complainant to the said firm, is now justly due and owing said firm of Lawrence Meyers & Company, besides other sums of money for goods, wares and merchandise, sold and delivered by the said firm to the said complainant since the making and execution of the said deed and said note in said bill mentioned. And this defendant further answering said bill admits, that the said west half of said lot and premises with the appurtenances in said bill mentioned, was advertised and about to be

sold by the said defendants, Walter Lenox, but avers and charges that the same was so advertised and about to be sold by the said defendant, Walter Lenox, rightfully, in and by virtue of the said deed of trust, and in execution of the trusts reposed in him by said deed, and at the request of this defendant and the said defendant, Philip Pike, trading under the name, firm and style of Lawrence Meyers & Co., as in said bill alleged; and now having fully answered said bill, this defendant prays to be hence dismissed with his reasonable costs, &c.

LAWRENCE MYERS,
C. S. WALLACH,
Sol'r for Def'ts.

STATE OF NEW YORK,
City and County of New York, to wit:

Personally appeared before me, the subscriber, a justice of the peace in and for the city, county and State aforesaid, Lawrence Meyers, and made oath on the Holy Evangely of Almighty God, that the facts stated in the foregoing answer so far as they are stated of his own knowledge are true, and so far as they are stated on information and belief, he believes them to be true.

Sworn before me this sixth day of October, 1853.

B. W. OSBORN,
Police Justice and Justice of the Peace.

STATE OF NEW YORK,
City and County of New York, ss:

I, Richard B. Connally, clerk of the city and county of New York, and also clerk of the supreme court for the said city and county of New York, being a court of record, do hereby certify, that B. W. Osborn, before whom the annexed deposition was taken, was at the time of taking the same a justice of the peace in and for the said city and county, duly elected and sworn, and that his signature thereto is genuine as I verily believe.

In testimony whereof, I have hereunto set my hand and affixed the [SEAL.] seal of the said court and county, the sixth day of October, 1853. RICH'D B. CONNALLY, *Clerk.*

Defendant Philip Pike's Answer.

FRANCIS SELDEN
vs.
LAWRENCE MEYERS, PHILIP PIKE AND WALTER LENOX.

Circuit Court of the District of Columbia for Washington county.
In chancery. 930.

Separate Answer of Philip Pike to the bill of complaint in this cause filed.

This defendant, saving and reserving unto himself now and hereafter all manner of benefit of exception to the manifest errors, imperfections

and irregularities in said bill contained, for answer thereto, or to so much thereof as is necessary for him to answer, answering says:

This defendant has no personal knowledge of the settlement of accounts with said firm of Lawrence Myers & Co., as charged in said bill, but this defendant is informed and verily believes, that the said complainant had a settlement with said firm through the said defendant, Lawrence Meyers, of all accounts then standing between the said complainant and said firm, as in said bill alleged. But this defendant denies that either before or after said settlement, this defendant, for himself or for said firm, agreed that this defendant or said firm would make such or any advances of either goods or money to the said complainant as in said bill alleged.

This defendant further answering said bill says, that he has no personal knowledge of the making or giving the said promissory note in said bill mentioned, bnt this defendant is informed and believes that said promissory note was not given in consideration of any such promise, agreement or understanding, as in said bill alleged; but this defendant avers and charges, that on the contrary, as this defendant is informed and believes, said promissory note in said bill mentioned was given and passed by the said complainant to the said firm, upon such and said settlement of accounts, for goods, wares and merchandise before that time sold and delivered by the said firm of Lawrence Meyers & Co. to the said complainant, and purchased by the said complainant of and from the said firm, and for and in payment of the balance found due and owing the said firm, and acknowledged (as this defendant is informed and believes) by the said complainant to be due and owing the said firm in, upon, and by such settlement of accounts for said goods, wares and merchandise so before that time sold and delivered by the said firm to the said complainant; and this defendant further answering said bill says, that he has no personal knowledge of the making and execution of the said deed of trust to the said defendant Walter Lenox, in said bill mentioned, or of the property conveyed by the said deed, or of its value, but is informed and believes that the said deed of trust was given to secure the payment of the said promissory note, with a full knowledge, as this defendant is informed and believes, on the part of said complainant, of its purport and effect, and voluntarily by the said complainant, for the purpose of securing the payment of the said promissory note; and this defendant further answering said bill denies, that this defendant either at the time or before or since the making and execution of the said deed of trust in said bill mentioned, intended to or did defraud the said complainant, or use or practise any fraud or deceive whatever upon or towards the said complainant.

And this defendant further answering said bill says, he knows nothing of his own knowledge of the value of said lot and premises with the appurtenances in said bill mentioned, but is informed and believes that it is not greatly more than sufficient in value to pay and satisfy said promissory note, and avers and charges, as this defendant is informed and believes, that at the time of the making and execution of the said

deed of trust in the said bill mentioned, the said complainant had made and executed a certain other deed of trust to one John H. Saunders, conveying the east half of said lot and premises with the appurtenances, to secure the payment of certain moneys to one Furman Black, which said east half of said lot and premises, with the appurtenances, have since, in and by virtue of said deed to the said Saunders, been sold and conveyed, and that as this defendant is informed and believes, the remaining half of said lot and premises with the appurtenances is not more than sufficient, if sufficient, in value to pay and satisfy said promissory note and interest in said bill mentioned.

And this defendant further answering said bill denies, that sundry payments have been made by the said complainant on said promissory note as in said bill alleged, and that said complainant is entitled to any credit thereon, save and except only as this defendant is informed and believes, the sum of one hundred and nineteen dollars and seventy cents, the amount of a claim of the said complainant against one William Walker, with interest thereon, from the 11th of September, 1845, assigned by the said complainant, as this defendant is informed and believes, to the said firm, in part payment of and on account of the said promissory note in said bill mentioned; but avers and charges, that the whole of said promissory note and interest, excepting the sum of one hundred and nineteen dollars and seventy cents, the amount of the said claim against the said Walker, with interest thereon from 11th of September, 1845, so as aforesaid assigned to the said firm, is now justly due and owing the said firm of Lawrence Myers & Co., besides other sums of money for goods, wares, and merchandise sold and delivered by the said firm to the said complainant since the making and execution of the said deed and said note in said bill mentioned.

And this defendant further answering said bill admits, that said west half of said lot and premises, with the appurtenances in said bill mentioned, was advertised, and about to be sold by the said defendant, Walter Lenox, but avers and charges that the same was so advertised and about to be sold by the said defendant, Walter Lenox, rightfully, in and by virtue of said deed of trust, and in execution of the trust reposed in him by said deed, and at the request of the said firm of Lawrence Myers & Co. And now having fully answered said bill, this defendant prays to be hence dismissed with his reasonable costs, &c.

PHILIP PIKE.
C. S. WALLACH,
Solicitor for Def'ts.

STATE OF NEW YORK,
City and county of New York, to wit:

Personally appeared before me, the subscriber, a justice of the peace in and for the county and State aforesaid, Philip Pike, and made oath on the Holy Evangely of Almighty God, that the facts stated in the foregoing answer, so far as they are stated of his own knowledge, are

true, and so far as they are stated on information and belief, he believes them to be true.

Sworn before me this 6th day of October, 1853.

B. W. OSBORN,
Police Justice and J. Peace.

STATE OF NEW YORK,
City and county of New York, ss:

I, Richard B. Connally, clerk of the city and county of New York, and also clerk of the supreme court for the said city and county of New York, being a court of record, do hereby certify, that B. W. Osborn before whom the annexed deposition was taken, was at *was at* the time of taking the same a justice of the peace in and for the said city and county, duly elected and sworn, and that his signature thereto is genuine as I verily believe.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said court and county, this 6th day of October, 1853.

[SEAL.]

RICH'D B. CONNALLY, *Clerk.*

Defendant Walter Lenox's Answer.

FRANCIS SELDEN
vs.
LAWRENCE MEYERS, PHILIP PIKE, and WALTER LENOX. } Answer of Walter Lenox.

Circuit Court, D. C., for Washington county—In Chancery.

This defendant, saving and reserving unto himself now and hereafter all manner of benefit of exceptions to the manifest errors, imperfections, and irregularities in said bill contained, for answer thereto or so much thereof as is necessary for him to answer, answering says, that it is true that the said Francis Selden conveyed to this defendant lot 2 in square 247, upon trust to secure the payment of the promissory note described in said bill of complaint; and that in pursuance of the terms of said conveyance, he did advertise the above premises for public sale on the 18th of July last. This defendant has no personal knowledge of the value of said property, but he is informed and verily believes that it is insufficient to liquidate the amount of said note.

And for further answer this defendant saith, that he prepared the said deed of trust at the request and according to the instructions of Lawrence Meyers, one of the defendants named in said bill; that the said Lawrence Meyers and the said Francis Selden met together at the office of this defendant on or about the day of the date of said deed; that this defendant laid before the said parties the said note and deed; this defendant cannot charge his memory that the entire deed, word by word, was read to the said parties by him, but he avers that the description of the property conveyed, nature and purport of said deed, were made known and explained to each of said parties, and so much thereof read to them as was necessary therefor.

This *de* defendant further saith, that the transaction was the subject-matter of conversation and explanation by the said Francis Selden and the said Lawrence Meyers at said interview, and that the said Francis Selden exhibited a clear knowledge of its character and purposes; that it was distinctly declared by both of said parties, that it was a settlement between them of past dealings and accounts; no intimation was given by the said Francis Selden, or the said Lawrence Meyers, that the said note was intended to cover future advances. And this defendant avers that the said note and deed strictly conformed to the views and purposes of the said Francis Selden and the said Lawrence Meyers, as made known to him by each of them. The said note and deed were not signed or executed at the office or in the presence of this defendant, but both were delivered to the said Francis Selden; and this defendant denies all fraud, deceit or undue advantage in the premises, and prays to be hence dismissed with his reasonable costs.

WALTER LENOX.

DISTRICT OF COLUMBIA,
County of Washington.

Personally appeared before me, the subscriber, a justice of the peace in and for the county aforesaid, in the District aforesaid, Walter Lenox, and made oath on the Holy Evangely of Almighty God, that the facts stated in the foregoing answer, so far as they are stated of his own knowledge, are true, and so far as they are stated on information and belief, he believes them to be true.

Sworn to before me, this 4th day of November, 1853.

J. H. GODDARD, *J. Peace.*

And filed the following notice to dissolve the injunction:

Notice to dissolve Injunction.

FRANCIS SELDEN
vs.
LAWRENCE MEYERS, PHILIP PIKE, and WALTER LENOX.

Circuit Court of the District of Columbia for Washington county.

In Chancery—No. 930.

SIR: Please to take notice that the defendants in the cause having filed their several answers to the bill of complaint, in said cause filed, I shall on Saturday, the 3rd day of December next, move *move* the court to dissolve the injunction heretofore granted in said cause, for the reason of the matters and things contained in said answers.

CAS. S. WALLACH,
Sol'r for Def'ts.

WM. B. WEBB,
Sol'r for Compl'ts.

Novr. 26th, 1853.

Service acknowledged, Novr. 28th, 1853.

W. B. WEBB, *Sol'r for Comp'ts.*

Continuance to March, 1854.—*Injunction dissolved.*

The cause was continued regularly to March term, 1854, of the said circuit court, when the said court, after reading the papers and hearing counsel on both sides, and after mature deliberation, do order that the said injunction be dissolved.

Agreement to take Depositions.

Thereupon it was agreed between the parties by their solicitors aforesaid, that commissions might issue to take testimony, which was done accordingly.

Continuance to 3d Monday in Oct., 1855.—*Gen'l Rep'n to Answers.*

And the said cause was regularly continued until the third Monday of October, 1855, when as well the complainant as the defendants appear in court here, and the said complainant by his said solicitor, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said several answers of the said defendants, for replication thereto, says that he will aver and maintain, and prove his said bill to be true, full, and sufficient in law to be answered unto, and that the said answers of the said defendants are uncertain, untrue, and insufficient to be replied unto by this repliant, without that, &c.; thereupon the following commissions and depositions were returned filed.

Agreement of counsel to take deposition filed.

FRANCIS SELDEN
vs.
LAWRENCE MEYERS, PHILIP PIKE, and others.

Circuit Court of the District of Columbia, in chancery, for the county of Washington.

In the above cause it is agreed that a commission may issue out of the above court to take testimony under the interrogatories hereto annexed, on the part of the complainant and defendants; that Stephen F. Merrihew, of New York, may be appointed commissioner to take such testimony; and it is hereby further agreed that all exceptions to said testimony are hereby reserved on the part of both parties, excepting to the form and manner of putting the interrogatories, exceptions to which are waived, and that the answers to said interrogatories shall be read in evidence in said cause.

CHAS. S. WALLACH,
Solr. for Plff's.
W. B. WEBB,
Solr. for Complainants.

Octr. 18th, 1854.

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Interrogatories filed.

FRANCIS SELDEN
vs.
LAWRENCE MEYERS & PHILIP PIKE, trading as Lawrence Meyers & Co., and WALTER LENOX and JAMES C. McGUIRE.

Circuit Court of the District of Columbia for Washington county—In chancery.

Interrogatories to be propounded to witnesses produced on the part of the Defendants.

Interrogatory 1st. What is your name, age, place of residence and occupation?

Interrogatory 2nd. Do you know the parties to this suit; what is their respective places of residence and occupations?

Interrogatory 3rd. Do you know anything of the sale and delivery of any goods, wares and merchandise by the defendants, Lawrence Meyers & Co., to the complainant, Francis Selden, prior to the 31st day of December, 1846? If yea, state of what they consisted, when sold and delivered, and how you obtained your knowledge of such sale and delivery?

Interrogatory 4th. If in your answer to 3rd interrogatory, you state that you know of the sale and delivery of any goods, wares or merchandise by the defendants, Lawrence Meyers & Co., to said complainant, Francis Selden, prior to said 31st day of December, 1846, state whether any and what balance was due by the said complainant, Francis Selden, to said defendants, Lawrence Meyers & Co., on said 31st day of December, 1846, for goods, wares or merchandise so sold and delivered, and how such balance, if any, was settled; whether by payment in money or by note, and if by note when said note was payable, and for what amount it was given, and whether said note was secured, and if so, how secured.

Interrogatory 5th. Do you know anything of the sale and delivery of any goods, wares or merchandise by the said defendants, Lawrence Meyers & Co., to said complainant, Francis Selden, subsequently to said 31st day of December, 1846? If yea, state of what they consisted, how much they amounted to in money when sold and delivered, whether the same have ever been settled or paid for.

Interrogatory 6th. Have you ever had any conversation with said complainant, Francis Selden, relative the sale and delivery of any goods, wares or merchandise to him by said defendants, Lawrence Myers & Co., or relative to any note given by him or amount due by him to said Lawrence Meyers & Co.? If yea, state what note or amount was referred to in such conversations, and what said complainant, Francis Selden, said in said conversations, and when and where said conversations were held.

Interrogatory 7th. If you know anything more or further relative to the matters in controversy in this suit, which would be of advantage to the defendant, state it, and state all you do know relative thereto.

CHAS. S. WALLACH,
Sol'r for Def'ts.

Cross-interrogatories.

FRANCIS SELDEN
vs.
LAWRENCE MEYERS, PHILIP PIKE and others.

Circuit Court of the District of Columbia, in chancery, for the county of Washington.

Cross-interrogatories to be propounded to witnesses produced on the part of the Defendants.

Cross-interrogatory 1st. In the third direct interrogatory, you are requested, if your answer to the first part of the question be yea, to state how you obtained your knowledge of the facts involved in the question and answer in making that statement; be so kind as to state if you have any connection with or interest in the business conducted by Messrs. Lawrence Meyers & Co., and particularly what that connection or interest is.

Cross-interrogatory 2nd. If your reply to the fourth direct interrogatory shall be that there was a balance due from the complainant to Lawrence Meyers & Co., on the 31 day of December, 1846, be so good as to state how you obtained your knowledge of the existence of such balance; and if you shall in such answer make any statements concerning the settlement of such balance, state how you obtained your information concerning the same very particularly.

Cross-interrogatory 3rd. If in answer to the fifth direct interrogatory you state that goods were sold and delivered to the complainant by said Meyers & Co., subsequently to the 31st day of December, 1846, state whether such sales were upon orders sent by the said complainant, and if so produce said orders, if possible, and state particularly all that you know concerning said sale and delivery and settlement, if your testimony be as to that also, and how you obtained your knowledge.

Cross-interrogatory 4th. If you know anything further than what you have already stated that may be of advantage to the plaintiff, please state the same fully and entirely.

W. B. WEBB,
Plf's Sol'r.

Commission to take Depositions.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to Benjamin K. Morsell:

Know ye that you, Benjamin K. Morsell, are appointed a commissioner to examine evidences in a cause depending in the circuit court

for the county of Washington, in the District of Columbia, between Francis Selden and Lawrence Meyers, Philip Pike, Walter Lenox and J. C. McGuire.

Therefore you are requested, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named or produced to you by either the plaintiff or defendant, and that you examine them upon their corporal oaths, to be by you administered on the Holy Evangely of Almighty God, touching their knowledge or remembrance of anything that may relate to the cause aforesaid, and that you cause notice to be given to the parties or their attorneys of the execution of this commission before you execute the same, and having reduced the depositions of the witnesses so taken by you into writing, you send the same with this commission, closed under your hand and seal, to the judges of the said circuit court with all convenient speed.

Witness the honorable W. Cranch, esquire, chief judge of the said court, the 12th day of April, in the year of our Lord one thousand fifty-four.

Issued 12th day of April, 1854.

JNO. A. SMITH, *Cl'k.*

Commissioners' Oath.

You shall, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced and examined, by virtue of the commission hereunto annexed, upon the interrogatories now, or which may hereafter, before the said commission is closed, be produced to and left with you by either of the said parties. So help you God!

Sworn to and subscribed before me, this 22d day of May, 1854.

J. H. GODDARD, *J. P.*

Agreement of Counsel.

FRANK SELDEN
vs.
LAWRENCE MYERS et al. } In equity.

In this cause it is agreed by and between the counsel for the respective parties, that a commission may be issued for the taking of the testimony to be used at the hearing of said cause; that Benj'n K. Morsell, of the District of Columbia, may be appointed a commissioner to take the testimony of witnesses to be produced and examined before him, and that all formal notice of the suing out of said commission is hereby waived; and it is hereby further agreed, that the filing of interrogatories and cross-interrogatories is also waived by consent.

W. B. WEBB, *Pl'ff's Sol'r,*
C. S. WALLACH, *Sol'r for Defts.*

Interrogatories and Answers returned.

Interrogatories.

FRANCIS SELDEN
vs.
LAWRENCE MYERS, PHILIP WHITE, and others.

Circuit Court of the District of Columbia, in chancery, for Washington county.

Jno. S. Hutchins' Deposition.

On this 22nd day of May, 1854, John S. Hutchins, a witness produced on the part of Francis Selden, having been first duly sworn according to law, deposes and saith as follows:

1st interrogatory. What is your name, place of residence, and occupation?

Answer. My name is John S. Hutchins; I live in Georgetown, D. C., and am by occupation a stonemason.

2nd interrogatory. Are you acquainted with the parties to this suit, the complainant and defendant?

Answer. I have been acquainted with Francis Selden for many years; I have seen Lawrence Myers once; I believe I should know him again if I were to see him.

3rd interrogatory. Were you ever present at an interview between Francis Selden and Lawrence Myers? And, if yea, state when and where did that interview take place; state particularly what was the object of that interview, and all that you know about it.

Answer. I believe I was; it took place in Francis Selden's bar-room in Washington city; I believe it was the 23rd or 24th of December, 1846; Mr. Myers said to Francis Selden, I will not do business as I have been doing; if you will give me your note for twelve hundred dollars, with a good freehold endorser, I will send you any amount of goods you may want; I heard nothing said between them about a mortgage. The twelve-hundred-dollar note was handed to me by Selden for my endorsement; I refused because I did not consider myself worth the money; I then left the room, and left Myers and Selden in conversation.

4th interrogatory. What did you understand from the conversation at the interview between Myers and Selden, that the of twelve-hundred-dollar note was for, in payment of a debt due by Selden to Myers, or to pay for goods to be advanced to Selden by said Myers?

[This interrogatory objected to by def'ts solicitor.]

Answer. I heard nothing said about a debt at all; he said, as I have before said, give me a note of twelve hundred dollars, with a good endorser, and I will send you as many goods as you may want.

5th interrogatory. Did Myers say anything at that interview about advancing Selden money as well as goods?

Answer. Not that I heard.

6th interrogatory. Was anything said at that interview about any debt due from Selden to the firm of Myers & Co.?

Ans. Not that I heard.

JOHN S. HUTCHINS.

Hamilton McHenry's Deposition.

Hamilton McHenry, a witness produced by Francis Selden, being first duly sworn according to law, deposeth and saith as follows:

1st interrogatory waived by the solicitors for both parties.

2nd interrogatory. Are you acquainted with the parties to this suit; and, if so, which of them; and how long have you known them?

Answer. I have known Francis Selden about twelve years; I have known Mr. Myers, one of the defendants; I became acquainted with him at Selden's house, where I was introduced to him; I have seen him several times since; I think I became acquainted with him in 1845.

3d interrogatory. Were you ever present at an interview between Francis Selden and Lawrence Myers? And, if yea, state when and where that interview took place; state particularly what was the object of that interview, and all you know about it.

Answer. It was late in the fall; I do not recollect the date *I* precisely; it was at Selden's house, in this city; Selden asked me to draw a deed of trust; I said that I had not time; I asked Selden what the deed of trust was for; he said it was for a house and lot to be given to Mr. Myers for goods that he was to receive; I then told him that I would send Capt. O'Brien; Mr. Myers said that the firm had changed, and the new firm could not do business in so loose a manner as the old firm had been doing; I then left and sent O'Brien.

4th interrogatory. In your last answer you have stated that you were requested to draw a deed of trust for a house and lot to be given to Myers by Selden for goods that he, Selden, was to receive: Did Myers, in that conversation, give any reason for requiring this deed of trust, and what?

Answer. He did. The reason he gave was, that the firm had changed, and that the new firm could not do business in as loose a manner as they had been doing. This conversation took place in the fall of 1846.

5th interrogatory. Was any thing said at that interview about the amount of goods that Selden was to receive from Myers?

Answer. No, not to my recollection.

6 interrogatory. Did Francis Selden, when he requested you to draw the deed of trust, say what amount that deed of trust was intended to cover?

Answer. He said the house and lot was worth twelve hundred dollars.

7th interrogatory. Did you draw the deed of trust; and if not, do you know who did?

Answer. I did not, and do not know, of my own knowledge, who did, but I think Capt. O'Brien did it.

8th interrogatory. Did Capt. O'Brien ever tell you that he drew that deed? (Objected by def'ts' solicitor.)

Answer. Yes, sir, he told me he did; at the time he told me this he said he had made a mistake; that he had caused a deed of trust to be given for a lot and all the improvements, instead of one house and the ground which it occupied. At the same time O'Brien told me, that instead of going to Daniel Ratcliff's, esq., as he had been requested to do by Selden, he went with Mr. Myers to Walter Lenox, esq.; that he took the deed which he had drawn to Mr. Lenox as his guide; that he said this mistake had been made through him, and he would walk to New York to have it rectified.

9th interrogatory. Was this the only interview between Myers and Selden at which you were present?

Answer. The only one on business matters.

10th interrogatory. Was any thing said at that interview about any debt due from Francis Selden to Lawrence Myers & Co.; and if so, was the amount of that mentioned, or any thing said about it?

Answer. Not to my recollection.

11th interrogatory. Do you know the handwriting of Capt. O'Brien?

Answer. I do; I have seen him write. The paper writing now handed to me, marked complainant's exhibit No. 1, is in the handwriting of said Capt. O'Brien.

12 interrogatory. Do you whether the said Capt. O'Brien was in the habit of transacting business for the said Francis Selden?

Answer. Yes, he was. (Question objected to.)

HAMILTON McHENRY.

Exhibit No. 1.

Francis Selden in acc't with Lawrence Myers & Co. Dr.

1843.			
April 17	To sundries, as pr. invoice, &c. - - -		$192 07
Aug. 3	" " " - - -		111 35
1843.	- - - - - - - - - -		$473 00
1844.			
Nov. 23	To sundries, as pr. invoice, &c. - - -		530 75
1844.			
Jan. 26	" " " - - -		239 50
1845.			
Aug. 13	" " " - - -		75 00
		$1,580 22	$1,580 22
		1,521 45	
		$58 77	

Cr.

1843.		
July 13	Cash - - - - - - - - -	$111 45
Nov. 4	" - - - - - - - - -	100 00
Dec. 6	" - - - - - - - - -	51 00
1844.		
June 31	" - - - - - - - - -	60 00
April 17	" - - - - - - - - -	155 00
May 22	" - - - - - - - - -	44 00
June 4	Cash to Pairo - - - - - - - -	106 00
	" " - - - - - - - -	4 00
Oct. 4	" " 50, Octr. 19, 1845, making 9	100 00
1845.		
Jan. 18	" " - - - - - - - - 10	90 00
July 2	" " - - - - - - - - -	50 00
23	" " - - - - - - - - -	50 00
		$1,521 45

Complainant's Exhibit No. 1, referred to in answer to 11 interrogatories, page 16.

Complainant's Exhibit No. 1, referred to in answer to Hamilton McHenry's answer to 11th interrogatory.

B. K. MORSELL, *Commissioner.*

Ch. F. McCarthy's Deposition.

Charles F. McCarty, a witness produced on the part of the complainant, being first duly sworn according to law, deposeth and saith:

1st interrogatory waived by the solicitors of both parties.

2nd interrogatory. Are you acquainted with the parties to this suit; and, if yea, how long have you known them?

Answer. I have known Francis Selden about eleven years; I have seen Lawrence Myers several times since 1845.

3rd interrogatory. Were you present at an interview between Francis Selden and Lawrence Myers? If yea, state when and where this interview took place; whether you were requested to be present, and all was said and done at said interview.

Answer. It was upon two occasions, one in 1845, the other in 1852, in the latter part of the summer of 1845, and the early part of the winter of 1852, in the house occupied by Francis Selden, in this city; upon the first interview I was present without request, they were talking upon business matters generally, and Selden asked for a receipt for one hundred and fifty dollars, which he had sent him, Myers, at different times, and Myers said, the reason the receipt had not been sent was, because he was not in New York; Myers then solicited an order

for more goods; Selden replied, that several gentlemen had objected to the liquor he had got from him before, and said that he could buy better and cheaper liquors at home, and declined giving him any orders. At the interview in 1852 I was present by request of Selden; Mr. Selden and Myers met on the most friendly terms, and had a very cordial shake of the hands; Selden asked Mr. Myers what was the little difficulty between them; if he owed him one dollar, one thousand, or one cent, to let him know how it was that he did owe it to him, and that he would pay it, and said, but you know, Mr. Myers, that I do not, and you hold my property in bondage, and the hundred dollars that I deposited in the Bank of Washington brings you in my debt. Mr. Myers then replied, oh yes, you owe a small balance on the old account or settlement, I am not certain which; Selden said, I did owe you on that, but the hundred dollars I put in the Bank of Washington brought you in my debt; to this Myers made no reply, but nodded, which I understood to be assent, and said he would call at ten o'clock the next morning and settle it. He, Myers, then left, and I was requested by Selden to be present the next morning at the time Myers said he would come; I accordingly was present at the hour, and remained three or four hours afterwards, but he did not come, and I have never seen Myers since; at this interview Selden proposed to Mr. Myers to submit the matter spoken of to arbitration; Mr. Myers said the matter was now in other hands.

C. F. McCARTHY.

No other witness being present, adjourned over 'til further notice from solicitors; and in pursuance of notice, I met again on this 24th day of October, 1854; William B. Webb, counsel for the plaintiff, and Charles S. Wallach, counsel for the defendants, both being present.

George A. O'Brien's Deposition.

George A. O'Brien, a witness produced on the part of the plaintiff, having been first duly sworn according to law, deposeth as follows:

Question 1st by the plaintiff. Do you know the parties to this suit, plaintiff and defendants; and if so, how long have you known them?

Answer. Yes, I know them; and have known them for about 9 or 10 years.

Question 2d. Were you ever present at an interview between Francis Selden and Lawrence Meyers; and if at more than one, what were the dates of those interviews?

Answer. I was present at several of those interviews, but cannot recollect the dates.

Question 3d. Did those interviews occur at wide intervals, or were they during or within one year?

Answer. These interviews were frequent, but all within thirteen or fourteen months.

Question 4th. Have you any recollection in what year those interviews occurred?

Answer. In the years 1845 and 1846, I think.

Question. At any of those interviews was there a settlement had between the complainant, Francis Selden, and the defendants, Lawrence Myers & Co., of accounts standing between them; and if there was, at what date was that interview, as nearly as you can recollect; please state all that you know concerning such settlement particularly?

Answer. There was such a settlement to the best of my recollection, in 1846; I don't recollect at what time in the year it was; I cannot recollect the items, or what the debits and credits consisted of, but I recollect of striking a balance; and Selden's producing accounts and notes of individuals which Mr. Myers accepted as payment. These accounts were more than sufficient to square the account between them, and Mr. Myers agreed to account to Selden for the difference.

Question 6th. Do you recollect at any time after the settlement you have testified to, an error was discovered in that settlement by you; and if so, state in what that error consisted?

Answer. There was an error of a credit of one hundred dollars; there having been no allowance made for one hundred deposited by me at the instance of Selden to the credit of Lawrence Myers & Co. in the Bank of Washington; and which had not been passed to said Selden's credit therein.

Question 7th. Were you at any time, and if so, when, requested by either the complainant or defendant, or both, to prepare a note and deed of trust to secure the same, to be given by Selden to Lawrence Myers & Co.; and if so, for what amount was said note to be, and for what purpose; and if you recollect, what property was said deed to convey? State particularly all that you did, and all that you know about said transaction.

Answer. I was requested by Mr. Selden, in the presence of Mr. Myers, to prepare a note and deed of trust; the exact amount of the note I have not at this time a distinct recollection of. The object of it was to secure advances to be made by Lawrence Meyers & Co. of liquors, &c., to be sent to Selden.

Mr. Myers stated as a reason for this, that the firm to which he belonged had changed, and that in their future transactions with Selden, they wanted to make this arrangement; Mr. Myers wanted at the time to send on about three or four hundred dollars' worth of liquors to Selden. He made a memorandum at the time of the prices, and Selden considered some of them rather high. He was on his way to the South at the time, and said he would see Selden again on the subject on his return. I took from Selden a memorandum of the amount of the note and a description of the property, and went, I think, to Mr. Lenox, in company with Mr. Myers. The papers were prepared by Mr. Lenox; after the papers were prepared, we went back to Selden with them, and left them with Selden and Myers. The property to be conveyed was a house and lot; I recollect distinctly it was but one house and lot; I think, the value of the property was between a thousand and thirteen hundred dollars. I attended to Selden's business

generally, and he frequently complained that there was property contained in the deed prepared by Mr. Lenox, than was described in the memorandum given to me. Objected to by defendants' counsel; the last clause is subsequent to the settlement spoken of before. Complainant's exhibit No. 1 was shown to the witness, George A. O'Brien, who testified that the same is in his handwriting, and is the settlement referred as a settlement in his answer to the fifth interrogatory.

GEO. A. O'BRIEN.

Memorandum.—I was present at a meeting between F. Selden and a Mr. Myers, of New York, merchant. Mr. Myers was demanding a balance due on account, when it was remarked that Walker owed Selden about $600; on this Myers said that debt would be received as cash, and he would wait the collection of the old account, and in addition would furnish him, Selden, with all the goods he wanted and money, if he wanted, at any time to the amount of 1, 2, or $300; that his was a strong house and could afford to wait, and that he was and would be his friend; the transfer of Walker's account was then made, leaving Myers the debtor; this was in 1845 or '6. I speak from memory.

F. SANGSTER.

It is agreed that this statement may be returned in the case and read.

C. S. WALLACH, *for Def'ts.*
W. B. WEBB, *for Pl'ff.*

W. Lenox's Deposition.

Walter Lenox, esq., a witness on the part of the defendant, admitted and examined by the consent of counsel, being duly qualified, cautioned and sworn, deposeth and saith as follows:

Question 1st. What is your age, place of residence, and occupation?

Answer. My age is thirty-seven years; my residence the city of Washington, District of Columbia, and my occupation a lawyer.

Question 2d. Do you know the defendants, Lawrence Myers & Co., and Francis Selden, the complainant; if so, where is their respective places of residence, and what are their occupations?

Answer. Lawrence Myers & Co. reside in the city of New York, and are importers of liquor, and Selden resides in this city, and keeps a restorant.

Question 3d. How long have you known the firm of Lawrence Myers & Co., and of whom does it consist?

Answer. I have known them since early in the year 1846, and consists of Lawrence Myers and Philip Pike, and did so when I first became acquainted with them.

Question 4th. Look at the note and deed of trust now handed you, marked defendants' exhibit A and B, and say whose handwriting they are.

Answer. All of the note except the figures 31st, the signatures and the words witnesses present; all of the body of the deed, except that which is printed, and the words thirty-first in two places, are in my handwriting.

Question 5th. At whose request did you draw the said note and deed?

Answer. At the request of Lawrence Myers. to be submitted to him and Selden, and probably at the instance of O'Brien, acting for Selden.

Question 6th. Did you ever see the complainant, Francis Selden, and have any conversation with him on the subject of the said note and said deed before the same were executed; and if so, what did he say in said conversation?

Answer. I did see him in company with one of the defendants, Lawrence Myers, at my office; he stated that the note was for amount balance due Lawrence Myers & Co. on settlement then had; there was some conversation about the value of the property, and its sufficiency to meet the debt; there was some conversation, also, in relation to a prior lien upon it, or some part of it, and Selden expressed the opinion that the value of the property was sufficient to cover both debts.

Question 7th. Was, at the time of said conversation, said deed and note read over to said Selden by you or any one else; and if so, what did the said Selden say in relation to the amount of said note, and the property mentioned in said deed?

Answer. I have no recollection of reading the note to him; I delivered to the parties that, with the deed, as the note described in the deed; I cannot say that I read the entire deed through; I read so much of it to the parties as explained its object: the amount of the note and the description of the property, and the purposes; and it was admitted by both the parties that it was right, and received from me as such by them together, and they left my office for the purpose of executing it, and it was returned to me executed.

Question 8th. Have you ever had any conversation with said complainant, Francis Selden, since the making and execution of said note and deed, and prior to the institution of this suit? And if so, state what was said in said conversation.

Answer. I have, two or three times, at which times I pressed him for payment, saying that I should be compelled to sell if he did not pay; he asked for delay, saying he would see or write to Myers.

Question 9th. Did he, in any of those conversations, ever deny the correctness of said note or said deed, or his indebtedness to said Lawrence Myers & Co.?

Answer. No.

Question 10th. Did the said Selden at the interview at your office, or in any of said conversations, ever state that said note was given by him for future advances to be made by said Myers & Co., and not an existing debt?

Answer. No—but Myers, in conversation at my office after the said note and deed had been explained to said parties, stated to Selden that

he would still befriend him and send him more goods, if he made an effort to get along and to liquidate said note.

Question 11th. Have you any knowledge of the assignment of any claim by the said Selden to the defendants, Lawrence Myers & Co., against William Walker; if so, state whether the same was made before or after the making of said note, and what was the nature of said claim; whether liquidated or non-liquidated; on what acc't it was to be received, and what amount was realized thereon?

Answer. I have knowledge of such a claim and assignment. It was done at the time of making said note or immediately thereafter. I was to be received and credited on said note, and for so much only as should be thereafter realized upon it, and there was afterwards realized on it one hundred and nineteen dollars or thereabouts.

Question 12th. Have you ever had any conversation with the said Selden relative to the said claim since the said assignment; and if so, what he said in relation thereto?

Answer. I have had one or two conversations with him in relation thereto. He desired to know how I was succeeding with the prosecution of said claim, and expressed great anxiety that it should be pushed, in order that the said Myers & Co. might have a payment on the said note.

WALTER LENOX.

Defendant's Exhibit A, referred to in answer to 4th interrogatory.

A.

WASHINGTON CITY, *December* 31*st*, 1846.

On this first day of January, eighteen hundred and forty-nine, I promise to pay Lawrence Myers and Co., or order, twelve hundred and forty-six $\frac{68}{100}$ dollars, with interest, for value received.

his
FRANCIS ⋈ SELDEN.
mark.

Witness—A. THO. SMITH,
W. B. VANZANDT.

$1246 $\frac{68}{100}$.

Defendants' Exhibit A, referred to in the testimony of Walter Lenox.

B. K. MORSELL, *Com'r.*

Def't's Exhibit B.

B.

This indenture, made this thirty-first day of December, in the year of our Lord eighteen hundred and forty-six, between Francis Selden of the one part, and Walter Lenox of the other part, both of the city of Washington, in the District of Columbia:

Whereas the said Francis Selden is indebted to Lawrence Myers and Philip Pike, of the city of New York, trading under the name of Lawrence Myers and Co., in the sum of twelve hundred forty-six dol-

lars and sixty-eight cents ($1,246 $\frac{68}{100}$,) for which sum they hold the promissory note of him the said Francis, dated the thirty-first day of December, in the year 1846, and drawn to the order of the said Lawrence Myers and Co., payable on the first day of January, eighteen hundred and forty-nine, for the said sum of twelve hundred forty-six dollars and sixty-eight cents, with interest from date: And whereas the said Francis Selden is desirous to secure the payment of the said debt, and all interest and costs that may accrue thereon; now, therefore, this indenture witnesseth, that the said Francis Selden, in consideration of the premises, and of one dollar by the said Walter Lenox to him in hand paid before the sealing and delivery of these presents, hath given, granted, bargained and sold, aliened, enfeoffed and confirmed, and doth hereby give, grant, bargain and sell, alien, enfeoff, confirm and convey unto the said Walter Lenox and his heirs all that piece of ground lying in the city of Washington in said district, known and described on the ground plot of said city as lot numbered two (2,) in square two hundred and forty-seven (247,) together with the buildings, rights, privileges, ways and other the hereditaments, with the appurtenances thereunto belonging, and all the right, title, interest, and estate of him the said Francis Selden, both at law and in equity, in and to the same and every part thereof; to have and to hold the premises unto and to the use of the said Walter Lenox and his heirs, in trust, nevertheless, for the following purposes, that is to say: In case the said Francis Selden shall fail to pay the said debt, or any part thereof, or any proper costs, charges, or expenses which may accrue thereon, then and in such case the said trustee and his heirs shall, at the request of the holder or holders of said note due and unpaid, proceed to sell the premises, (or such part thereof as he may deem necessary and sufficient to pay the amount of said debt, or of such part thereof as may remain unpaid, and most convenient for the interest of all the parties concerned in said sale,) in such manner, after such notice, at such time and place, with such postponements of sale, and upon such terms and conditions of sale as the said trustee and his heirs shall deem most for the interest of all the parties concerned in the said sale, unless the premises shall be redeemed before such sale; and shall convey to the purchaser, by a good and sufficient deed in fee, all the right, title, interest and estate which the said Francis Selden now has therein, and shall apply the proceeds of said sale, after paying the proper expense thereof, and deducting five per centum of the gross amount of said proceeds, as compensation to said trustee, for his trouble and diligence in executing this trust; in the first place, after defraying all the legal and proper expenses attending such sale, to apply the proceeds to the payment of the note or debt, or any part thereof that may be due, and the balance, if any, pay to the said Francis Selden, his heirs and assigns.

In testimony whereof the said Francis Selden hath hereunto set his hand and seal, the day and year first herein mentioned.

his
FRANCIS ⋈ SELDEN, [SEAL.]
mark.

Signed, sealed, and delivered in the presence of—
A. THO. SMITH,
W. B. VAN ZANDT.

DISTRICT OF COLUMBIA,
County of Washington.

Be it known that on this thirty-first day of December, in the year of our Lord one thousand eight hundred and forty-six, before the subscribers, justice of the peace in and for the county aforesaid, in the district aforesaid, personally appears Francis Selden, the party grantor of the within instrument, and acknowledges the same to be his act and deed.

A. THO. SMITH, [SEAL.]
W. B. VAN ZANDT. [SEAL.]

Defendant's exhibit B, referred to in the testimony of Walter Lenox.
B. K. MORSELL, *Com'r.*

No other witness being present, adjourned over to meet again at my office on further notice.

May 11th, 1855. Met at the same place in pursuance of further notice, and Walter Lenox, esquire, being present, his examination was renewed, and in consequence of lameness in my arm, William B. Webb, esq., wrote down the depositions by consent of the defendant's counsel.

Cross-interrogatories and Answers.

Cross-examined.

Cross-interrogatory No. 1. In your answer to the 5th, 6th and 7th direct interrogatory, you speak of an interview with Francis Selden and one of the defendants in this case, and the conversation at such interviews, will you state whether said conversation related to the matters or settlement in detail testified to you, or by you, to the transactions between the said Selden and said defendants generally, and whether you entered into a detailed explanation of the said deed and note to said Selden?

Answer. Having knowledge that the parties had a settlement of their accounts, my object in the reading of the deed and the exhibition of the note was for the purpose of ascertaining whether the same corresponded with the instructions given me, and carried out the wishes of the parties; beyond that I had no especial motive to inquire into the details of any settlement between them, or any arrangements in refer-

ence to their future business transactions; I entered into no explanation of the said deed or note, further than has been stated in my answers to the direct interrogatories.

Cross-interrogatory No. 2. From whom did you get your information or knowledge that the said parties had had a settlement?

Answer. From Mr. Myers, previous to the *previous to the* preparation of the deed, and from Selden and Myers together afterwards, as stated in answer to direct interrogatories.

Cross-interrogatory 3d. Did Myers inform you that the amount of the note was *he* balance ascertained to be due at the settlement in question, in so many words?

Answer. Yes.

Cross-examination No. 4. When did Myers give you this information; before or at the interview with Selden?

Answer. Before.

Cross-interrogatory No. 5. In your answer to direct interrogatory 11th, you speak of the assignment of an account of Selden against Walker to the defendants, as made about the time of the making of said note and deed or thereafter; do you mean to be understood as saying that said assignment might not have been made prior to said time?

Answer. No; it might have been as far as my recollection goes.

Direct interrogatory 13th. Are you still satisfied that your statements made in your answers to the direct interrogatories, as to the facts of this case, and conversations between the parties, are correct?

Answer. Yes; except so far the same may be qualified by my answers to the cross-interrogatories.

Direct interrogatory 14th. At the time of making of the said note and deed, was not the claim assigned by Selden to the defendants in suit or litigation?

Answer. My information is that it was, but cannot speak pos*sibly*.

Direct interrogatory 15th. At the time of the conversation concerning this settlement and the amount due thereon, was Captain Thomas Sangster present?

Answer. No; I am positive he was not.

WALTER LENOX.

Charles S. Wallach's Deposition.

Charles S. Wallach, a witness produced by defendants, having been duly sworn, deposes and says:

Interrogatory No. 1. Have you any knowledge of a prior lien upon the property mentioned in the deed now handed you and marked defendants' Exhibit B; and if so, state what that lien was, and whether that lien was settled; and if so, how?

Answer. I have; it was a deed of trust upon the east half of said lot and appurtenances, executed by said Selden to James Hoban, to secure a debt due Firman Black, of, I think, $208, with interest; it

was settled by a sale of said east half and appurtenances, made by me the 31st day of January, 1851, as trustee, substituted in the place of said James Hoban, by the decree of the circuit court of this District.

Interrogatory No. 2. For what amount did said east half sell at said sale; and how many houses, and what kind, did the improvements consist?

Answer. It sold for $250, and the improvements consisted of two very small frame houses.

Interrogatory No. 3. Have you any knowledge of the value of one of the houses upon said lot, and of the value of the whole of said lot?

Answer. I have, from the sale made by me; I think the two houses that sold for $250 were worth at that time about $500; the reason they sold for less was, that statement made of there being other encumbrances upon them. The value of the whole property, in my estimation, was about $1,000 or $1,200.

CHARLES S. WALLACH.

DISTRICT OF COLUMBIA,
Washington county, to wit:

I hereby certify, that the depositions of John S. Hutchins, Hamilton McHenry, Charles F. McCarthy, George A. O'Brien, Walter Lenox, and Charles S. Wallach, esq'r, were taken and subscribed and sworn to by the witnesses before me, on the 22d day of May, 1854, on the 24th day of October, 1854, and on the 11th day of May, 1855; and by me and Wm. B. Webb, esq'r, in my presence reduced to writing; all of which, together with the accompanying papers and exhibits, I herewith transmit to the honorable the circuit court for the county of Washington, District of Columbia, this 11th day of May, 1855.

Given under my hand and seal.

B. K. MORSELL, [SEAL.]
Commissioner.

Commissioner's fee, $8 00, paid by F. Selden.

Commission to take Depositions in New York.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to Stephen F. Merrihew, esq'r, of New York.

Know ye, that you are appointed commissioner to examine evidences in a cause depending in the circuit court of the county of Washington, in the District of Columbia, between

FRANCIS SELDEN, complainant,
vs.
LAWRENCE MYERS, PHILIP PIKE, et al., defendants.

Therefore, you are requested, having *having* first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as clerk to attend the execution of the

commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named or produced to you by either plaintiff or defendant, and that you examine them upon their corporal oaths to be by you administered, on the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid, in answer to the interrogatories and cross interrogatories hereto annexed, and that your having reduced the depositions of the witnesses so taken by you into writing, you send the same, with this commission, closed under your hand and seal, to the judges of the said circuit court with all convenient speed.

Witness the honorable W. Cranch, esquire, chief judge of the said court, the 20th day of October, in the year of our Lord one thousand eight hundred and fifty-four.

Issued 21st day of October, 1854.

JNO. A. SMITH, *Clerk.*

Commissioner's Oath.

You will, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the commission hereunto annexed, *by virtue of the commission hereunto annexed*, upon the interrogatories now or which may hereafter, before the said commission is closed, be produced to and left with you by either of the said parties. So help you God!

STEPHEN MERRIHEW.

The above oath was administered by me this third day of November, A. D., 1854, at the city of New York, in the county and State of New York.

EDWIN F. COREY, [SEAL.]
Com'r of Deeds.

Agreement of Counsel to take Depositions.

FRANCIS SELDEN
vs.
LAWRENCE MYERS, PHILIP PIKE and others.

Circuit Court of the District of Columbia, in chancery, for the county of Washington.

In the above cause it is agreed that a commission may issue out of the above court to take testimony under the interrogatories hereto annexed, on the part of the complainant and defendants; that Stephen F. Merrihew, of New York, may be appointed commissioner to take such testimony; and it is hereby further agreed, that all exceptions to said testimony are hereby reserved on the part of both parties, excepting

was settled by a sale of said east half and appurtenances, made by me the 31st day of January, 1851, as trustee, substituted in the place of said James Hoban, by the decree of the circuit court of this District.

Interrogatory No. 2. For what amount did said east half sell at said sale; and how many houses, and what kind, did the improvements consist?

Answer. It sold for $250, and the improvements consisted of two very small frame houses.

Interrogatory No. 3. Have you any knowledge of the value of one of the houses upon said lot, and of the value of the whole of said lot?

Answer. I have, from the sale made by me; I think the two houses that sold for $250 were worth at that time about $500; the reason they sold for less was, that statement made of there being other encumbrances upon them. The value of the whole property, in my estimation, was about $1,000 or $1,200.

CHARLES S. WALLACH.

DISTRICT OF COLUMBIA,
Washington county, to wit:

I hereby certify, that the depositions of John S. Hutchins, Hamilton McHenry, Charles F. McCarthy, George A. O'Brien, Walter Lenox, and Charles S. Wallach, esq'r, were taken and subscribed and sworn to by the witnesses before me, on the 22d day of May, 1854, on the 24th day of October, 1854, and on the 11th day of May, 1855; and by me and Wm. B. Webb, esq'r, in my presence reduced to writing; all of which, together with the accompanying papers and exhibits, I herewith transmit to the honorable the circuit court for the county of Washington, District of Columbia, this 11th day of May, 1855.

Given under my hand and seal.

B. K. MORSELL, [SEAL.]
Commissioner.

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FRANCIS SELDEN, complainant,
vs.
LAWRENCE MYERS, PHILIP PIKE, et al., defendants.

Therefore, you are requested, having *having* first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as clerk to attend the execution of the

commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named or produced to you by either plaintiff or defendant, and that you examine them upon their corporal oaths to be by you administered, on the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid, in answer to the interrogatories and cross interrogatories hereto annexed, and that your having reduced the depositions of the witnesses so taken by you into writing, you send the same, with this commission, closed under your hand and seal, to the judges of the said circuit court with all convenient speed.

Witness the honorable W. Cranch, esquire, chief judge of the said court, the 20th day of October, in the year of our Lord one thousand eight hundred and fifty-four.

Issued 21st day of October, 1854.

JNO. A. SMITH, *Clerk.*

Commissioner's Oath.

You will, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the commission hereunto annexed, *by virtue of the commission hereunto annexed*, upon the interrogatories now or which may hereafter, before the said commission is closed, be produced to and left with you by either of the said parties. So help you God!

STEPHEN MERRIHEW.

The above oath was administered by me this third day of November, A. D., 1854, at the city of New York, in the county and State of New York.

EDWIN F. COREY, [SEAL.]
Com'r of Deeds.

Agreement of Counsel to take Depositions.

FRANCIS SELDEN
vs.
LAWRENCE MYERS, PHILIP PIKE and others.

Circuit Court of the District of Columbia, in chancery, for the county of Washington.

In the above cause it is agreed that a commission may issue out of the above court to take testimony under the interrogatories hereto annexed, on the part of the complainant and defendants; that Stephen F. Merrihew, of New York, may be appointed commissioner to take such testimony; and it is hereby further agreed, that all exceptions to said testimony are hereby reserved on the part of both parties, excepting

to the form and manner of putting the interrogatories, exceptions to which are waived, and that the answers to said interrogatories shall be read in evidence in said cause.

Oct'r 18th, 1854.

CHA'S S. WALLACH,
Sol'r for Defd'ts.

W. B. WEBB,
Sol'r for Complainants.

Interrogatories.

FRANCIS SELDEN
vs.
LAWRENCE MYERS & PHILIP PIKE, trading as Lawrence Myers & Co., and WALTER LENOX & JAS. C. McGUIRE.

Circuit Court of the District of Columbia for Washington county—In chancery.

Interrogatories to be propounded to witnesses produced on the part of the Defendants.

Interrogatory 1st. What is your name, age, place of residence and occupation?

Interrogatory 2nd. Do you know anything of the sale and delivery of any goods, wares or merchandise by the defendants, Lawrence Myers & Co., to the complainant, Francis Selden, prior to the 31st day of December, 1846? If yea, state of what they consisted, when sold and delivered, and how you obtained your knowledge of such sale and delivery.

Interrogatory 4th. If in your answer to 3rd interrogatory, you state that you knew of the sale and delivery of any goods, wares or merchandise by the defendants, Lawrence Myers & Co., to said complainant, Francis Selden, prior to said 31st day of December, 1846, state whether any and what balance was due by the said complainant, Francis Selden, to said defendants, Lawrence Myers & Co., on said 31st day of December, 1846, for goods, wares or merchandise so sold and delivered, and how such balance, if any, was settled; whether by payment in money or by note, and if by note when said note was payable, and for what amount it was given, and whether the said note was secured, and if so, how secured.

Interrogatory 5th. Do you know anything of the sale and delivery of any goods, wares or merchandise by the said defendants, Lawrence Myer & Co., to said complainant, Francis Selden, subsequently to said 31st day of December, 1846? If yea, state of what they consisted, how much *the* amounted to in money, when sold and delivered, and whether the same have ever been settled or paid for.

Interrogatory 6th. Have you ever had any conversation with said

complainant, Francis Selden, relative to the sale and delivery of any goods, wares or merchandise to him by said defendants, Lawrence Myers & Co., or relative to any note given by him or amount due by him to said Lawrence Myers & Co.? If yea, state what note or amount was referred to in such conversation, and what said complainant, Francis Selden, said in said conversations, and when and where said conversations were held.

Interrogatory 7th. If you know anything more or further relative to the matters in controversy in this suit, which would be of advantage to the defendants, state it, and state all you know relative thereto.

CHA'S S. WALLACH,
Sol'r for Defd'ts.

Cross-interrogatories.

FRANCIS SELDEN
vs.
LAWRENCE MYERS, PHILIP PIKE, et al.

Circuit Court of the District of Columbia, in chancery, for Washington county.

Cross-interrogatories to be propounded to witnesses produced on the part of the Defendants.

Cross-interrogatory 1st. In the third direct interrogatory you are requested, if your answer to the first part of the question be yea, state how you obtained your knowledge of the facts involved in the question and answer; in making that statement, be so kind as to state if you have any connection with or interest in the business conducted by Messrs. Lawrence Myers & Co., and particularly what that connection or interest is.

Cross-interrogatory 2nd. If your reply to the fourth direct interrogatory shall be, that there was a balance due from the complainant to Lawrence Myers & Co., on the 31st day of December, 1846, be so good as to state how obtained your knowledge of the existence of such balance; and if you shall in such answer make any statements concerning the settlement of such balance, state how you obtained your information concerning the same very particularly.

Cross-interrogatory 3d. If in answer to the fifth direct interrogatory, you state that goods were sold and delivered to the complainant by said Myers & Co. subsequently to the 31st day of December, 1846, state whether such sales were upon orders sent by the said complainant; and if so, produce said orders, if possible, and state particularly all that you know concerning said sale and delivery and settlement, if your testimony be as to that also, and how you obtain your knowledge.

Cross-interrogatory 4th. If you know anything further than what you have already stated, that may be of advantage to the plaintiff, please state the same fully and entirely.

W. B. WEBB, *Pltf's Sol'r.*

True copy—Test: JNO. A. SMITH, *Clk.*

Depositions of witnesses produced and examined on the third day of November, in the year of our Lord one thousand eight hundred and fifty-four, at the law office of Wright & Merrihew, number 52 Wall street, in the city of New York, by virtue of the annexed commission.

I, the undersigned commissioner, having first taken the oath to said commission annexed, in due form of law, before Edwin F. Cory, a commissioner of deeds, as appears by his certificate and signature thereto.

Deposition of Angel H. Jacobs.

Angel H. Jacobs, of the city of New York, aged thirty-five years or thereabouts, being produced, sworn and examined on behalf of the defendants, deposeth as follows:

1. To the first interrogatory on the part of the defendants, he deposeth as follows: My name is Angel H. Jacobs; I am thirty-five years of age; I reside in the city of New York; I am occupied in buying and selling liquors on my own account.

2. To the second interrogatory on the part of the defendants, he deposeth as follows: I know the defendants, Lawrence Myers and Philip Pike; they respectively reside in the city of New York; they are engaged as partners under the firm and name of Lawrence Myers & Co., in the business of importing and selling wines and liquors. I do not know the defendant Walter Lenox and James C. McGuire, or either of them, nor their places of residence or occupation. I know the complainant; he resides in the city of Washington, in the District of Columbia, when I last met him, and then kept a bar and refreshment saloon. I do not now know his present residence or occupation.

3. To the third interrogatory on the part of the defendants, he deposeth as follows: I know of the sale and delivery of goods by the defendants, Lawrence Myers & Co., to the complainant, Francis Selden, prior to the thirty-first day of December, 1846. Such goods consisted chiefly of wines and liquors; such goods to the amount or value of nineteen hundred and fifty-seven dollars—

[Mr. Francis Selden in ac't with Lawrence Myers & Co., New York.

Dr.

1843.		
April 17	To merz'd - - - - - - - -	$80 62
July 17	Ditto - - - - - - - -	70 00
Aug. 3	Ditto - - - - - - - -	111 35
Nov. 18	Ditto - - - - - - - -	473 00
Dec. 9	" - - - - - - - -	60 38
1844.		
Jany. 26	" - - - - - - - -	239 50
Feb. 22	" - - - - - - - -	36 00
July 6	" - - - - - - - -	212 25
Aug. 27	" - - - - - - - -	69 00
Nov. 23	" - - - - - - - -	530 75
1845.		
Aug. 13	" - - - - - - - -	75 00
		$1,957 85

Cr.

1843.		
July 12	By cash - - - - - - - -	$111 37
Nov. 3	Ditto - - - - - - - -	100 00
Dec. 6	" - - - - - - - -	51 00
1843.		
Jan. 21	" - - - - - - - -	60 00
April 17	" - - - - - - - -	155 00
May 22	" - - - - - - - -	44 00
June 4	" - - - - - - - -	110 00
Oct. 4	" - - - - - - - -	100 00
1845.		
Jan. 18	" - - - - - - - -	90 00
July 2	" - - - - - - - -	50 00
July 23	" - - - - - - - -	50 00
1846.		
May 1	Balance due - - - - -	1,036 48
		$1,957 85
1846.		
May 1	To balance due to this date -	$1,036 48

This is the account referred to by Angel H. Jacobs in his answer to the third interrogatory on the part of the defendants.

ANGEL H. JACOBS.

STEPHEN MERRIHEW,
Commissioner.]

—and eighty-five cents, were so sold and delivered between the seventeenth day of April, one thousand eight hundred and forty-three, and the thirteenth day of August, one thousand eight hundred and forty-five, both inclusive. I hand in an account of the goods so sold and delivered during those times, with the payments made on account. I am unable to give a list of, or to enumerate the items in consequence of the day-book or blotter containing the same having been lost or destroyed at the fire which occurred at the store of Lawrence Myers & Co., by reason of such store having taken fire from a neighboring one.

I obtain my knowledge of such sales and delivery of goods during the times above mentioned, by being the general clerk and book-keeper of said Lawrence Myers & Co., and in their employ during the times last mentioned, and up to the month of May, one thousand eight hundred and forty-six, when I quit their employ.

4th. To the fourth interrogatory on the part of the defendants, Lawrence Meyers & Co. On the thirty-first day of December, one thousand eight hundred and forty-six, for goods, wares, and merchandise so sold and delivered, or how such balance, if any, was settled, whether by payment in money or by note, and if by note, when said note was payable, or for what amount it was given; whether such note was secured; and if so, how secured?

I having left the employ of said Lawrence Myers & Co. in the month of May of that year.

5th. To the fifth interrogatory on the part of the defendants, he deposeth as follows: I do not know of the sale and delivery of any goods, wares, or merchandise by the said defendants, Lawrence Myers & Co. to said complainant, Francis Selden, subsequently to said thirty-first day of December, one thousand eight hundred and forty-six.

6th. To the sixth interrogatory on the part of the defendants, he deposeth as follows: I had a conversation with the said complainant, Francis Selden, relative to the sale and delivery of goods to him by said defendants, Lawrence Myers & Co. The amount referred to in that conversation was, I believe, about six or seven hundred dollars then due said Lawrence Myers & Co., which I called to collect or get payment on account from said Selden.

The amount due was stated to him. He made no objection to the amount stated to be due. I cannot, at this distance of time, recollect or state the precise day such conversation took place; but my belief is that it was in the latter part of October or in the early part of November, one thousand eight hundred and forty-four. Such conversation was held at said Selden's place of business, in the city of Washington.

7th. To the seventh interrogatory on the part of the defendants, deposeth as follows: On the first day of May, one thousand eight hundred and forty-six, the balance due the defendants, Lawrence Meyers & Co. from the complainant, Francis Selden, after making all credits, was one thousand and thirty-six dollars and forty-eight cents, for goods sold and delivered by them to him previous to the time last mentioned.

I do not know of any thing more or further relative to the matters in controversy in this suit, which would be of advantage to the defendants.

ANGEL H. JACOBS.
STEPHEN MERRIHEW,
Commissioner.

Answer to Cross-interrogatories.

1st. To the first cross-interrogatory on the part of the complainant, he deposeth as follows: I have no connection with or interest in the business conducted by Lawrence Myers & Co., and never had any whatever.

2d. To the cross-interrogatory on the part of the complainant, he deposeth as follows: I am ignorant of the matters inquired of by this cross-interrogatory.

3d. To the third cross-interrogatory on the part of the complainant, he deposeth as follows: I am ignorant of the matters inquired of by this cross-interrogatory.

4th. To the fourth cross-interrogatory on the part of the complainant, he deposeth as follows: I know of nothing further than what I have already stated that can or may be of advantage to the plaintiff.

ANGEL H. JACOBS.
STEPHEN MERRIHEW,
Commissioner.

Deposition of S. S. Simpson.

Samuel S. Simpson, of the city of New York, aged fifty-two years or thereabouts, being produced, sworn, and examined on behalf of the defendants, deposeth as follows:

1. The first interrogatory on the part of the defendants, he deposeth as follows: My name is Samuel S. Simpson; I am fifty-two years of age; I reside in the city of New York; I am a clerk and bookkeeper.

2. To the second interrogatory on the part of the defendants, he deposeth as follows: I know the defendants, Lawrence Myers and Philip Pike; they respectively reside in the city of New York; they are engaged in the business of importing and selling wines and liquors, under the partnership name of Lawrence Myers & Co.; I do not know the defendants, Walter Lenox and James C. McGuire, or either of them, or their places of residence or occupation, except that I believe Mr. Lenox resides in Washington, and is a lawyer; I know the complainant, Francis Selden; he did reside in the city of Washington, in the District of Columbia, and kept a bar and refreshment saloon.

3. To the third interrogatory on the part of the defendants, he deposeth as follows: I know of the sale and delivery of goods by the defendants, Lawrence Myers & Co., to the complainant, Francis Selden, prior to the thirty-first day of December, one thousand eight hundred and forty-six; such sale and delivery was made on the twenty-ninth day of May, one thousand eight hundred and forty-six; the goods consist of port wine, brandy, gin and sherry wine, and two barrels, of the value and

to the amount of two hundred and ten dollars and twenty cents; I annex a bill of the same marked A; obtained my knowledge of such sale and delivery as clerk and bookkeeper of the defendants, Lawrence Myers & Co.; I was at that time in their employ, having succeeded Angel H. Jacobs as their clerk and bookkeeper.

4. To the fourth interrogatory on the part of the defendants, he deposeth as follows: The balance due by the complainant, Francis Selden, to the said defendants, Lawrence Myers & Co., on the thirty-first day of December, one thousand eight hundred and forty-six, was twelve hundred and forty-six dollars and forty-eight cents, for goods sold and delivered; such balance was settled by note made by said Selden, dated the thirty-first day of December, 1849, for twelve hundred and forty-six dollars and forty-eight cents, payable on first and fourth of January, 1849. The said note was secured by a trust deed or mortgage or instrument in writing, the particulars of which I am unable to state, not now having it to refer to.

5th. To the fifth interrogatory on the part of the defendants, he deposeth as follows: I know of the sale and delivery of goods by the defendants, Lawrence Myers & Co., to the complainant, Francis Selden, subsequently to said thirty-first day of December, 1846; one sale and delivery of such goods was so made on the sixteenth day of January, 1847, and consists of port wine, madeira wine, brandy, gin, and barrels, to the value and amount of two hundred and twelve dollars and seventy-four cents, and a charge of one dollar was made for insuring said goods. I hand in to be annexed a bill of said goods, including such charge, marked B, amounting in all to two hundred and thirteen dollars and seventy-four cents; one other sale and delivery of other goods was made by said Lawrence Myers & Co., to said Francis Selden, on the fourteenth day of April, 1847, consisting of brandy and two barrels of the value and to the amount of one hundred and sixty-nine dollars and forty cents, and a charge of eighty cents for insuring same. I hand to be annexed a bill of said goods last mentioned, marked C, amounting in all to one hundred and seventy dollars and twenty-eight cents; and said sales of goods including said charges, amounting together to three hundred and eithty-four dollars and two cents in money, have never been settled or paid for to my knowledge or belief, except that twenty-five dollars was paid on account of the bill of January 16, 1847, on the twenty-second day of March, 1847.

6. To the sixth interrogatory on the part of the defendants, he deposeth as follows: I had a conversation with the complainant, Francis Selden, relative to the amount due by him on the bills of 16th January, 1847, and April 14th, 1847, and asked him for a payment on account of them; the balance due on the amount of those two bills was referred to in such conversation; such balance was two hundred and fifty-nine dollars and two cents; said Selden said he could not then make a payment, but would send some money soon. Such conversation was held in or about the month of November, one thousand eight hundred and forty-eight; I cannot fix the precise day, as I made no

minute of it. Such conversation was held at the place of business of said Selden in the city of Washington, where I called upon him, being then on a collecting tour for said Lawrence Myers & Co.

7. To the seventh interrogatory on the part of the defendants, he deposeth as follows: I entered into the employ of the defendants, Lawrence Myers & Co., on the first of May, 1846, and have continued in their employ from time to the present; I do not know anything more or further relative to the matters in controversy in this suit which would be of advantage to the defendants.

S. S. SIMPSON.
STEPHEN MERRIHEW,
Commissioner.

Cross-interrogatories.

1. To the first cross-interrogatory on the part of the complainant, he deposeth as follows: I have no connection with, and have no interest in, the business conducted by Lawrence Myers & Co., and never had any such connection or interest whatever except as their clerk or bookkeeper.

2. To the second cross-interrogatory on the part of the complainant, he deposes as follows: I obtained my knowledge of the balance due from the complainant, Francis Selden, to Lawrence Myers & Co., on the thirty-first day of December, 1846, as follows: from an account or statement which was handed to me by Angel H. Jacobs, a former clerk of Lawrence Myers & Co., on the eve of his leaving their employ, showing a balance due to Lawrence Myers & Co., from said Selden, on the first day of May, 1846, of ten hundred and thirty-six dollars and forty-eight cents, and my knowledge of the sale and delivery of the goods on the twenty-ninth day of May, 1846; I know of the settlement of the balance due on thirty-first December, 1846, by seeing the note given by said Selden for the amount of such balance due at the time last mentioned, and also by seeing a trust deed or mortgage given as security; I had the note, and such deed or mortgage, in my hands as clerk of Lawrence Myers & Co., and made entries relating to the note in their account books.

3. To the third cross-interrogatory on the part of the complainant, he deposeth as follows: The goods sold on the 16th January, 1847, were upon the complainant's order; I have carefully searched for a written order, and thus far have been unable to find it; I annex the bill of lading for those goods, marked D; the goods sold on the 14th April, 1847, were sold upon the written order of the complainant. I produced such order to be annexed, marked E, also the bill of lading marked F; the goods were shipped pursuant to said bills of lading. I obtained my knowledge of such sales, by being clerk of Lawrence Myers & Co. at the time of such sales and delivery.

4. To the fourth cross-interrogatory he deposeth as follows: I do not know any thing further than what I have already stated that may be of advantage to the plaintiff, except that the order referred to in the

paper annexed, marked E, was for twenty-five dollars, and was paid and credited on the bill of 16 January, 1847. The complainant did not pay the $100 referred to in said paper marked E, as will also appear by the paper annexed, marked G.

S. S. SIMPSON.
STEPHEN MERRIHEW,
Commissioner.

Deft's Bill, or exhibit A referred to in answer to 3rd Cross-interrogatory, page 63.

NEW YORK, *May 27th*, 1846.

Mr. Francis Selden

Bought of L. Myers & Co.,

½ Cask port wine	33 11/32	33*a*	1 50		$49 50
1 Brl. brandy	40½	39½	2 10		82 95
1 Do, gin	38 21/32	38	1 30		49 40
Ind'n brl. sherry	16½	15½	1 70		26 35
" 2 Barrels					2 00
					$210, 20

A.

This is the bill referred to by Samuel S. Simpson, in his answer to the third interrogatory on the part of the defendants, as marked A.

S. S. SIMPSON.
STEPHEN MERRIHEW,
Commissioners.

Deft's Bill, or exhibit B referred to in answer to 5 Interrogatory.

NEW YORK, *January 16th*, 1847.

Mr. Francis Selden, Dr., to Lawrence Myers & Co.

½ Cask port wine	35/1	34 gals, *a*	1 25		$42 50
½ Maderia wine	29 1/2	28½	1 25		35 62
1 Barrel Holland gin	40½	39½	1 25		49 37
1 Ditto brandy	37 1/2	37 gals,	2 25		83 25
2 Barrels $2 00, in'ce $1 00					3 00
					$213 74

1847. CR.

March 22. By cash on account - - - - - $25 00

B.

This is the bill referred to by Samuel S. Simpson in his answer to the fifth interrogatory on the part of the defendants, as marked B.

S. S. SIMPSON.
STEPHEN MERRIHEW,
Commissioner.

Def'ts Exhibit C, or Bill referred to in answer to 5th Interrogatory, page 65.

NEW YORK, *April 14th*, 1847.

Mr. Francis Selden

Bought of Lawrence Myers & Co.

1 b'rel pale brandy,	38½,	28c.	$2 25 - - -	$85 50
1 do. dark do.	39½,	39	2 10 - - -	81 00
2 b'rels	$2 00,	insurance 88	- - -	2 88
				$170 28

C.

This is the bill referred to by Samuel S. Simpson in his answer to the fifth interrogatory, as marked C.

S. S. SIMPSON.
STEPHEN MERRIHEW,
Commissioner.

Def'ts Exhibit—Bill of Lading marked D, referred to in answer to Cross-interrogatory, page 67.

Shipped by Lawrence Myers & Co., on board the schooner called the H. Gerard, a price-master now in the port of New York, and bound for Baltimore, Md., to say: One half pipe, four qr. casks, and three barrels mdze., being in good order and well-conditioned, marked and numbered as in the margin, and to be delivered in the like good order and condition (dangers of the seas excepted) unto Messrs. Rone, Merrill & Co., or to his assigns, he or they paying freight for the said mdze., as customary, 23c. per brl. primage, and average accustomed.

J. West, Washington. } One qr. cask.
W. Benter, Washington. } One half pipe. One qr. cask.
Jno. Donovan, Washington. } One barrel.
Francis Selden, Washington. } Two barrels. Two qr. casks.

In witness whereof, I, the said master, have affirmed to three bills of lading of this tenor and date; one of which being accomplished, the others to stand void.

Dated in New York, the 16th day of January, 1847.

(Contents unknown.) E. GUMBS, *for the Captain.*

D.

This is the bill of lading referred to by Samuel S. Simpson in his answer to the third cross-interrogatory on the part of the complainant, and marked D.

S. S. SIMPSON.
S. MERRIHEW, *Commissioner.*

Def'ts Exhibit marked D, referred to in page 67.

WASHINGTON, *8th April*, 1848.

SIR: Will you have the kindness to send me as early as convenient two barrels of brandy, one such as I had last from you, the other pale

brandy; also a basket of good sweet oil. I have paid your order, and by the 20th inst. will deposit, subject to your draft, in the Bank of the Metropolis, in this city, one hundred dollars, ($100.)

Your obedient servant,

FRANCIS SELDEN,
Per GEO. A. O'BRIEN.

Messrs. LAWRENCE MYERS & Co.,
Merchants, New York.

This is the order referred to by Samuel S. Simpson in his answer to the third cross-interrogatory on the part of the complainant, as marked E.

S. S. SIMPSON.
S. MERRIHEW, *Commissioner.*

Def'ts Exhibit marked F, referred to in answer to 3d Cross-interrogatory, page .

Shipped by Lawrence Myers & Co., on board the schooner called the Victory, Wm. H. McMath, master, now in the port of New York, and bound for Washington, to say: Two barrels medze., being in good order and well-conditioned, marked and numbered as in the margin, and to be delivered in the good order and condition (danger of the sea excepted) unto Francis Selden, or to his assigns, he or they paying freight for the said as customary mdze., primage, and average accustomed.

F. Selden, Washington, Washington, D. C.

In witness whereof, I, the said master, have affirmed to three bills of lading, of this tenor and date; one of which being accomplished, the others to stand void.

Dated New York, the 14th day of April, 1847.

(Contents unknown.) WM. H. McMATH.

F.

This is the bill of lading referred to by Samuel S. Simpson in his answer to the third cross-interrogatory in behalf of the complainant, marked F.

S. S. SIMPSON.
S. MERRIHEW, *Commissioner.*

WASHINGTON, *April 23d*, '47.

GENTLEMEN: I am sorry to inform you that I am unable to meet the draft that I authorized you to draw on me through the Bank of the Metropolis. I had the promise of one high office, (no less than the President,) that certain clerks in office should pay me or resign. On this I depended, but am deceived. By the first prox. I will be able to collect, and will remit you a draft for at least $100. Knowing your kind and indulgent disposition, I trust this statement will be satisfactory.

Your obedient servant,

FRANCIS SELDEN,
Per GEO. A. O'BRIEN.

Mess. LAWRENCE MYERS & Co.,
New York.

G.

This is the paper marked G, referred to by Samuel S. Simpson in his answer to the fourth cross-interrogatory on behalf of the complainant, as marked G.

S. S. SIMPSON.
S. MERRIHEW, *Commissioner.*

NEW YORK, *June 4th*, 1847.

MR. FRANCIS SELDEN.

DEAR SIR: You informed us, in yours of the 23rd April, you would pay into the bank $100 to our credit on account of bill of merchandise past due. When our Mr. Myers was in your city last month, you promised to remit the balance of account in a few days; as we have not been favored with remittance, and the account is considerably past due, we have to solicit you to remit us without fail by return mail, as we had full faith that the amount would be paid at maturity. Soliciting your attention,

Yours, respectfully,
For LAWRENCE MYERS & Co.,
S. S. SIMPSON.

It is agreed that this letter be returned in this case and read.

W. B. WEBB,
Sol'r for Complt.
C. S. WALLACH,
For Deft.

Cause set for hearing.

Thereupon said cause was set for hearing by consent of said parties, by their solicitors aforesaid, upon the bill, answers, exhibits, replication and depositions.

Decree dismissing Bill.

Whereupon, all and singular the premises being by the court here seen and understood, and the said parties by their solicitors aforesaid being heard, and after mature deliberation thereupon had, it is by the said court ordered, adjudged and decreed, that the said bill be dismissed with costs, and the said defendants recover of the said complainant the sum of $ for their costs in this behalf laid out and expended.

Test: JNO. A. SMITH, *Cl'k.*

Appeal prayed—Appeal granted.

Thereupon the said Francis Selden, by his solicitor aforesaid, prayed an appeal from the judgment and decree of the court aforesaid, to the Supreme Court of the United States; and to him the same is granted; whereupon the said complainant, by his solicitor aforesaid, files in court here a certain writing obligatory, commonly called an appeal bond, in the words following, to wit:

2

13 St
86 Blk
110 wide
70 from curb to curb
86 Blk

323.10

284

340.3

80.18
77.50
10767) 866.00 (8.1 crip slope
85.13.0
864.00

323.10

12 St
85 Wide
51 from curb
to curb

316.—

553.5 to 14 Ave St

80 Humps

83 St Roff
7% 28 Corporation

To be so graded as not to be more than 2 feet higher at any point than the South side.

340.3

80.18 original Curb

Curb Laid at 74.40

2002 to 11 St

Curb Laid at 76.32

K. 147.8 wide
107.8 from curb to curb

231

Curb Laid at 76.13

1.12 per 100 as laid

340.3

25

285

315.2 ± —

55.42 King

52.07 K

315.2 ± —

52.07 King

60.9 King

60.7 King

58.30 King

Benito Morales.

S. A. White - 1/3 Leagues

F. Jones - 640 acres.

Thos. Wilson 640 acres

J. T. Dillow 476 acres.

J. Collicken 960. acres.

160 acres.

D. N. White

320 acres

Wm. Swalley 179 1/2 acres.

Powder Horn Bay -

3761 1/2 acres -

Juan Cano.

Pedro Garcia

Cleto Garcia

Faustino Alvarado

Santiago Gonzales

Island.

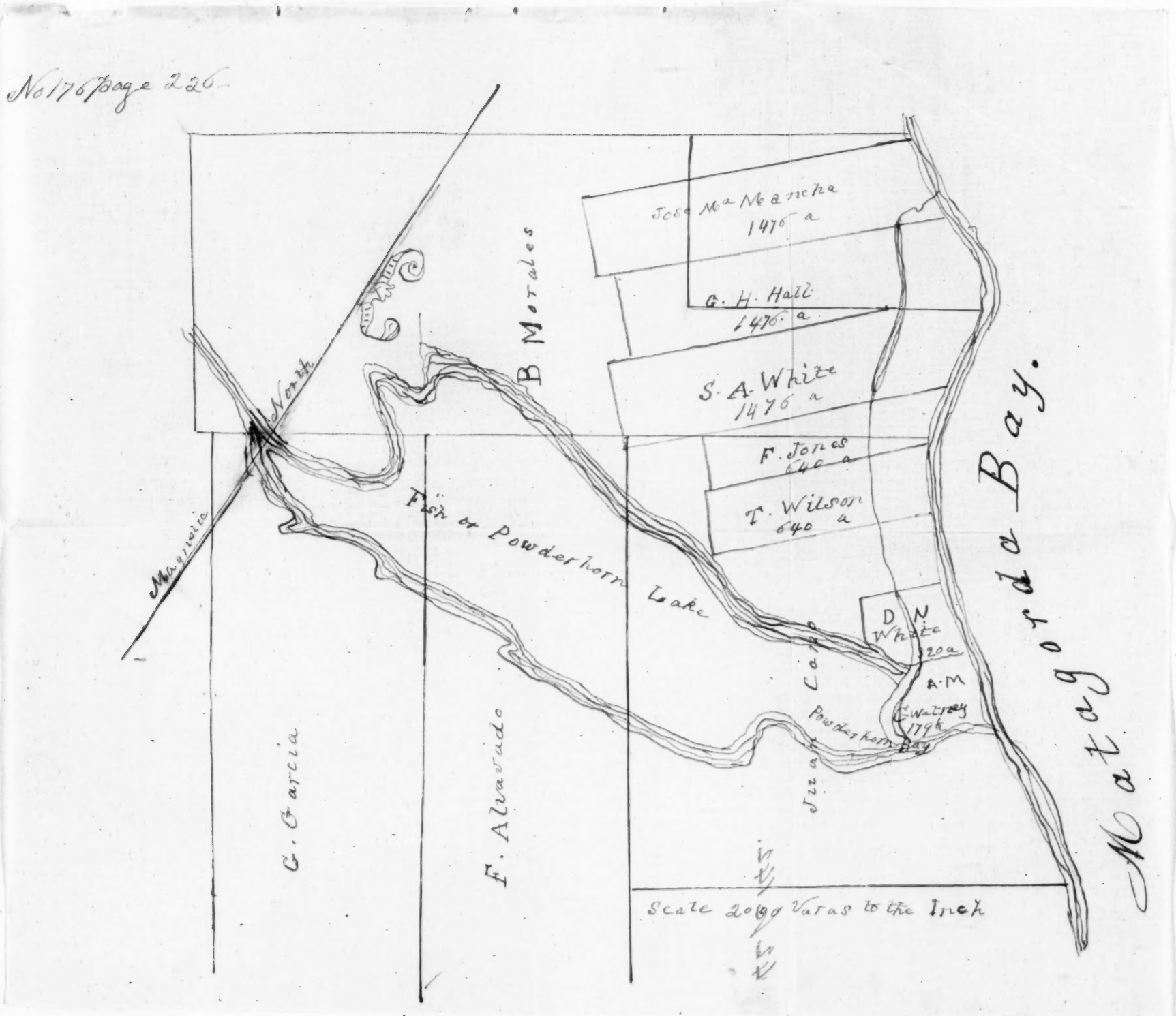
Espiritu Santo Bay.

Scale 1600 varas to inch

Scale of 1600 Varas to the Inch

10
20
30
Scale of Miles
San Antonio River
Colette Creek
De Leons Augmentation or 2nd Grant
Clinton
Guadalupe River
Lavaca River
Matagorda Bay
Powders Horn
Indianola
Navidas River

No 176 Page 226



Bay of Galveston

Jose Maria Manchaca 1/3 league

Francisco De Leon 1/3 league

G. De Hart 1/3 league

G. A. White 1/3 league

Heirs of Mrs. Otho

J. Mizzora Otho

C. C. Mizzora Otho

A. Gutierrez 1/4 l.

Powder Horn Bay

Juan Garza 1 League

7330 - Varas Survey

Santiago Gonzales 1 League

Bay

Gaza

Mala 1000 Varas To the inch

14200 varas

Faustino Alvarado 1 League

14200 varas

Cleto Garcia 1. League

14070 varas 335° E.

5

545° E.

1 League

Varas

352

N 45° E.

36 ½ Varas

N 35° E.

5428 Varas

Benito Morales - 1

3537 - Varas

1052 Varas

Powder Horn Bayou

No 176 White Sat at Sunday Augt. 29th

Fig 1. Section through regulator & damper
" 2.. View of apparatus from behind
" 3.. Front view of same
" 4.. External view of Stove
" 5.. another stove.

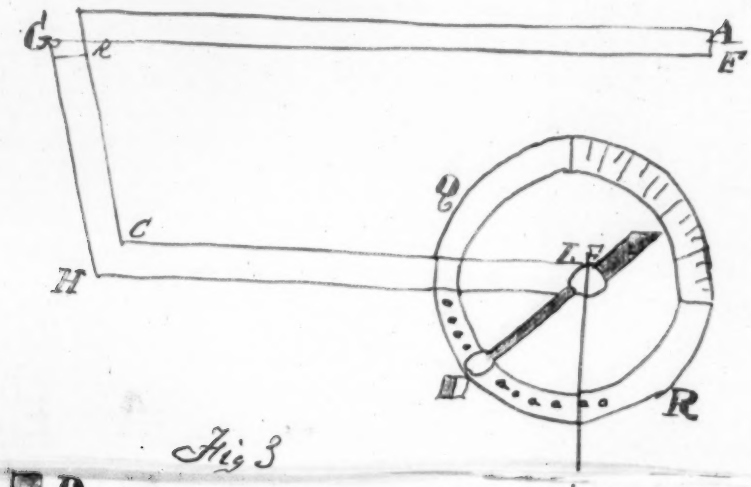


Fig 3

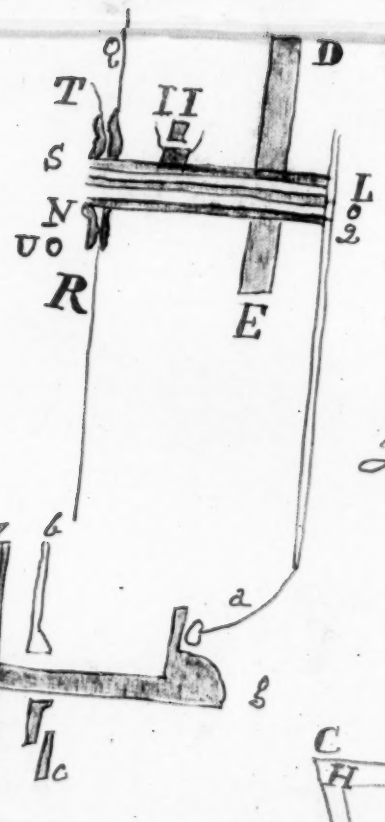


Fig 1.

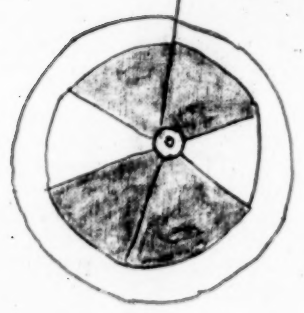
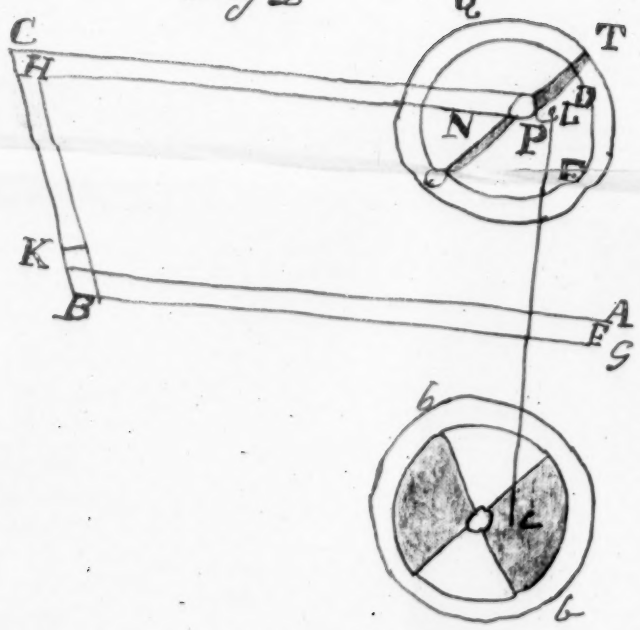
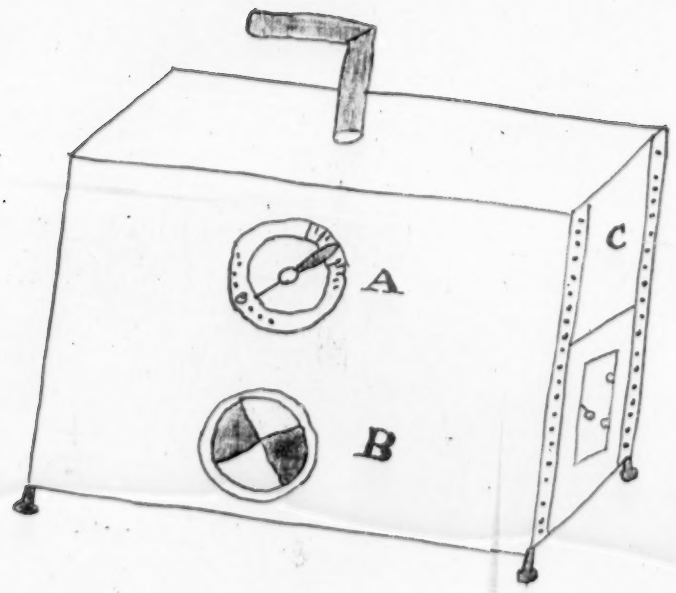


Fig 2





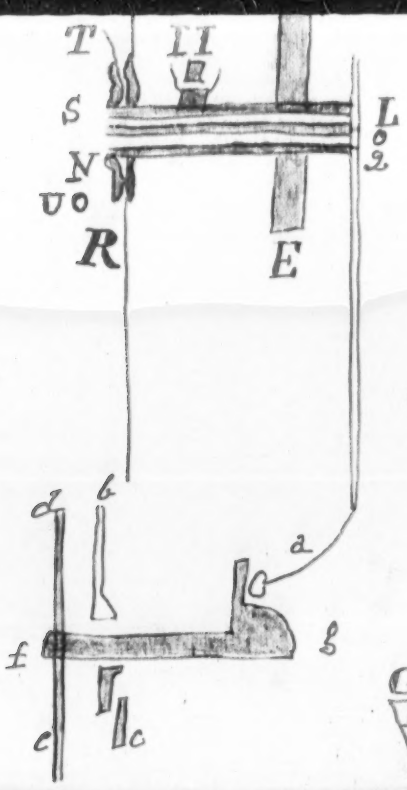


Fig 1.

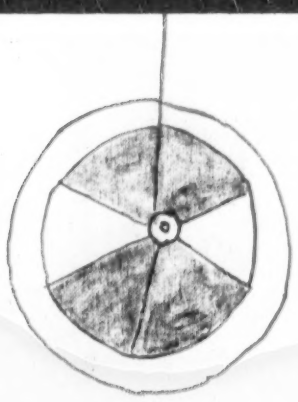
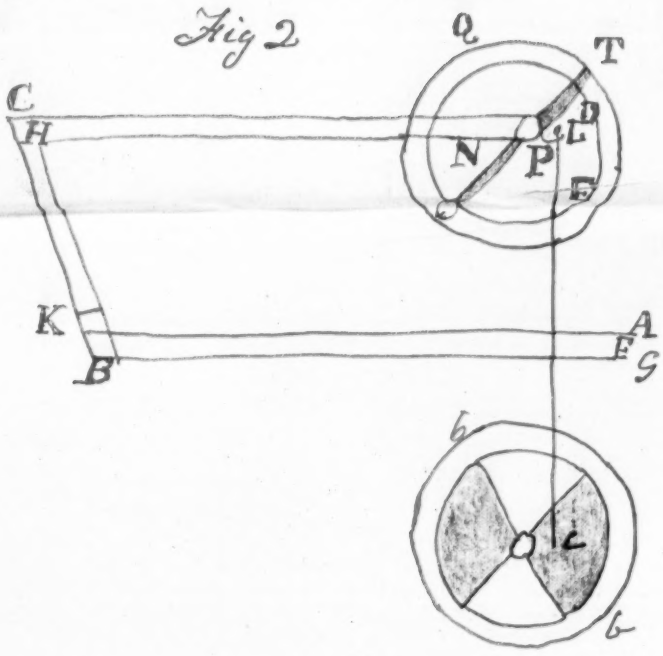
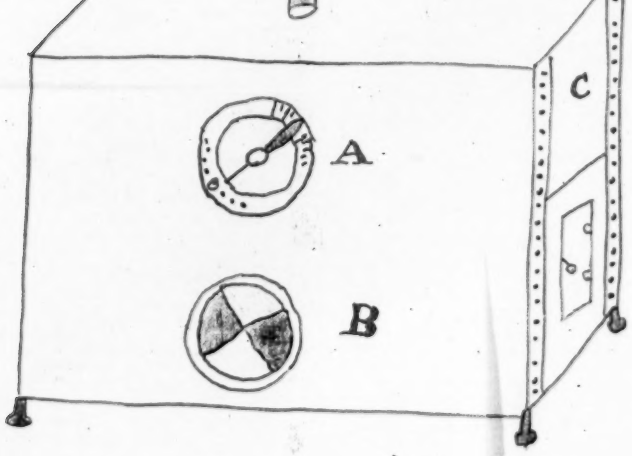


Fig 2





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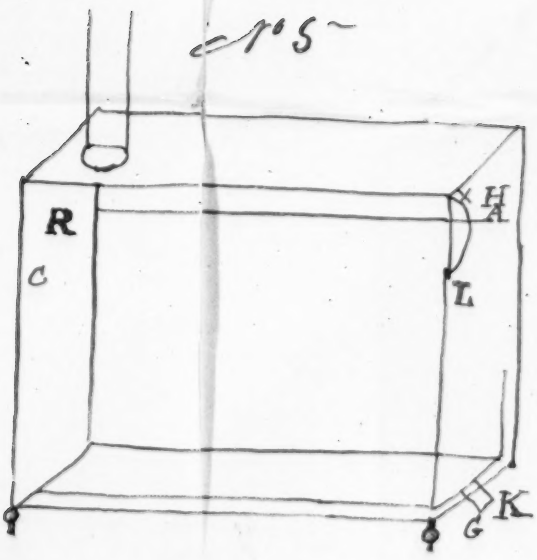

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Fig 3

Schedule B

No. 54

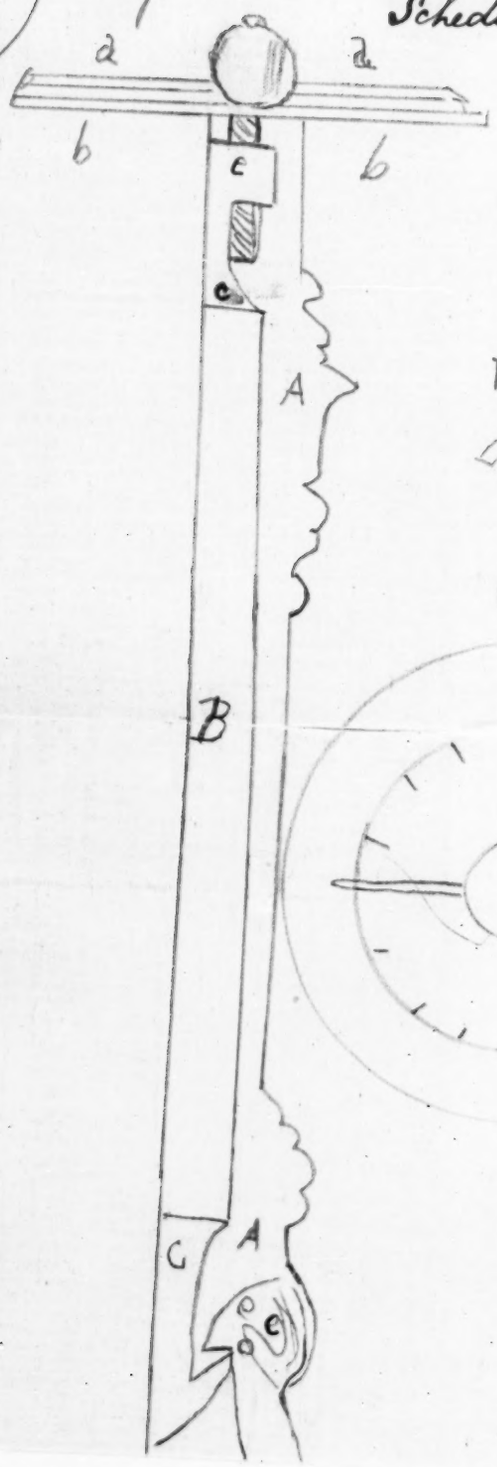


Fig. 1

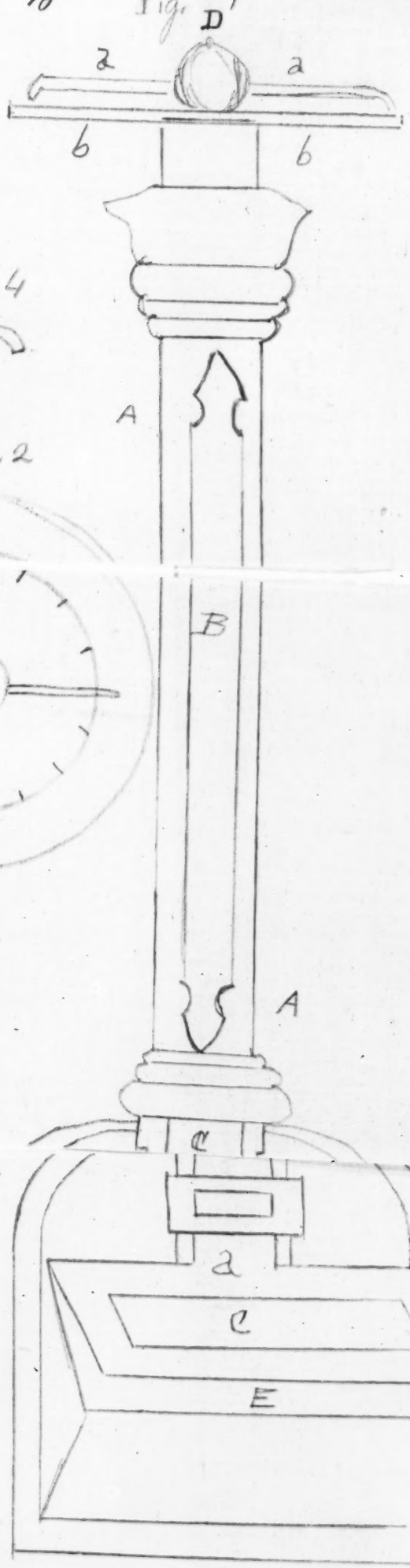
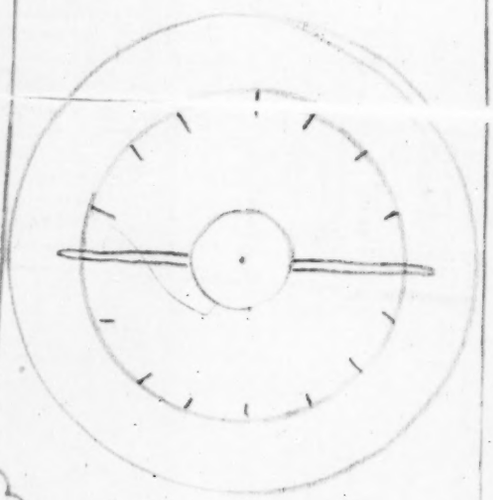
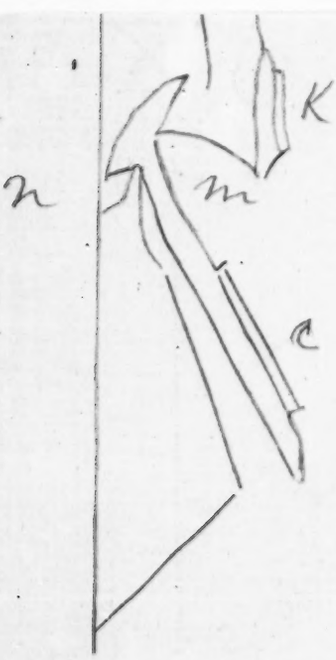


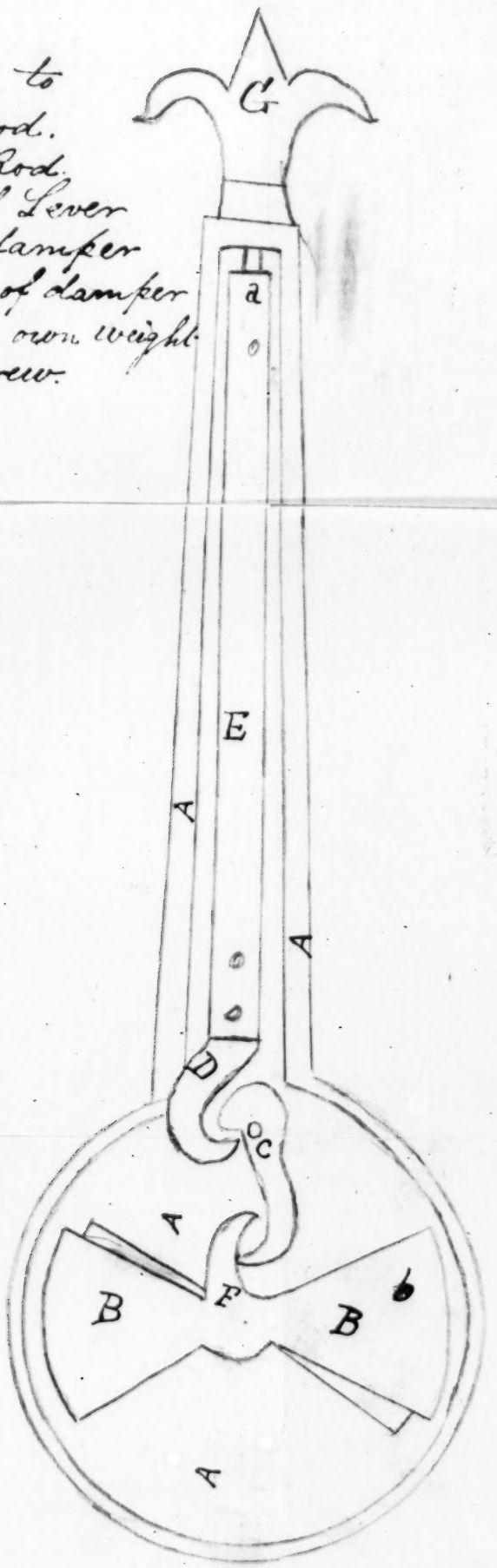
Fig. 4

Fig. 2





A Register frame
B Damper
C Lever
D Hook attached to Expansion Rod.
E Expansion Rod.
F Short arm of Lever attatched to damper
b Heavy Side of damper Closes by its own weight
G Regulating Screw.



Schedule of

Fig I

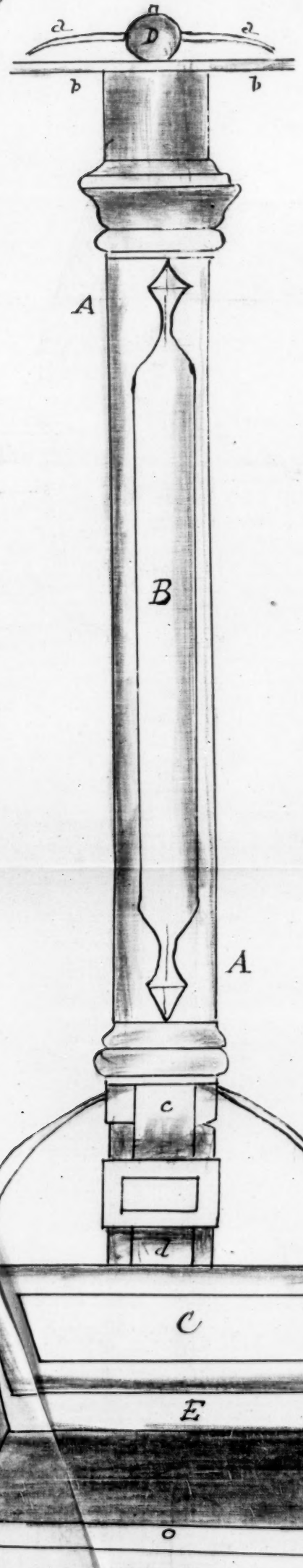


Fig II

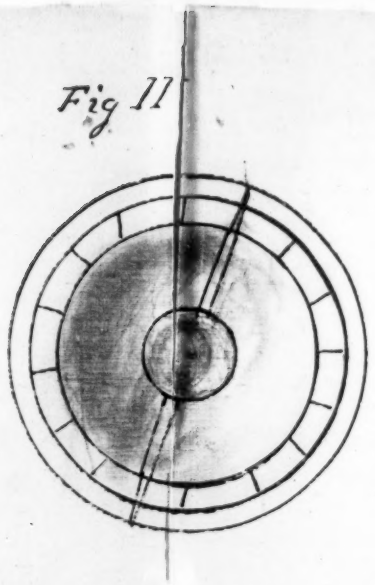
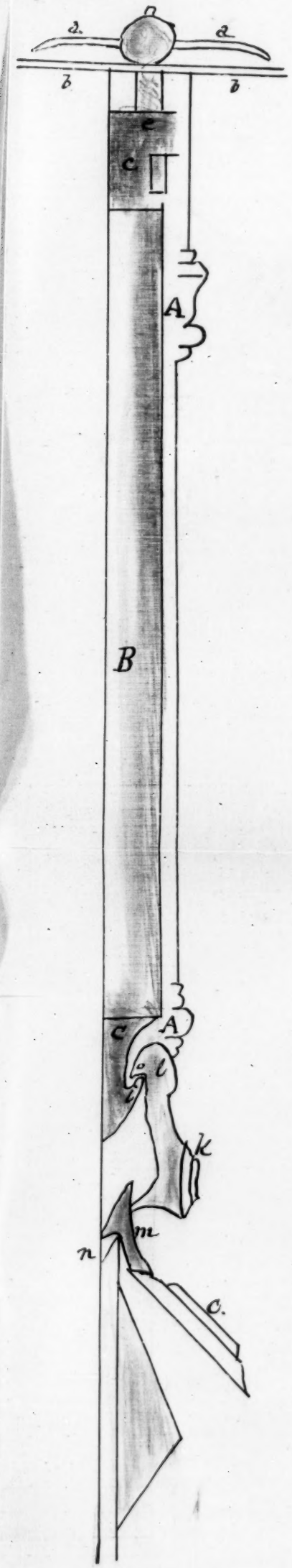


Fig 4

Fig III



Drawings correctly attached
A. L. McPhetrie Drn. P. Off

Washburn Race
Self acting Register for Stove

No 54. Jones 740.

1

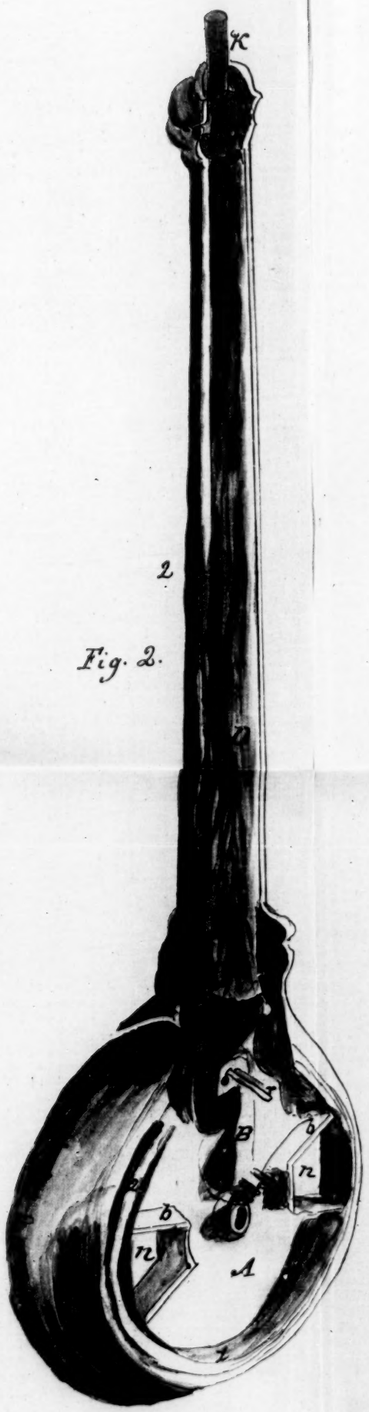


Fig. 2.

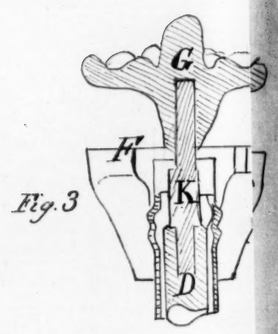


Fig. 3

Fig. 5

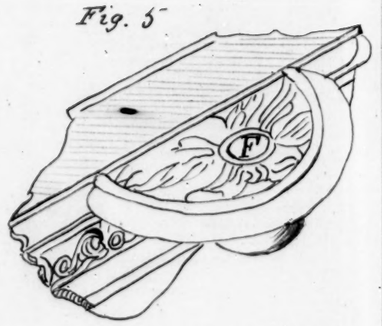
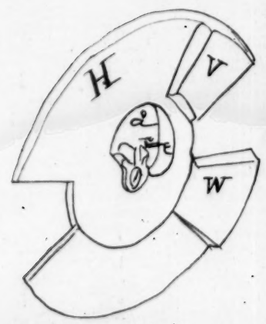


Fig. 4.



Drawing correctly attached
Arthur S. McIntyre Dpn. P. Off.

Fig. 1.

772

6.546

Impt. in Selfregulating dampers for Stoves

Benson Owen

Patented June 19. 1849

Fig. 1.

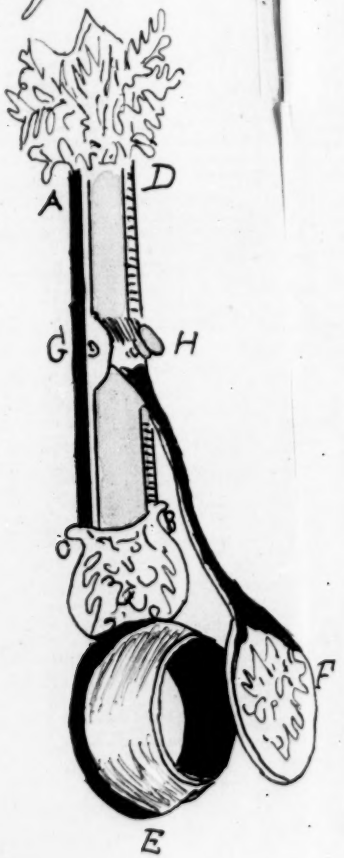


Fig 2

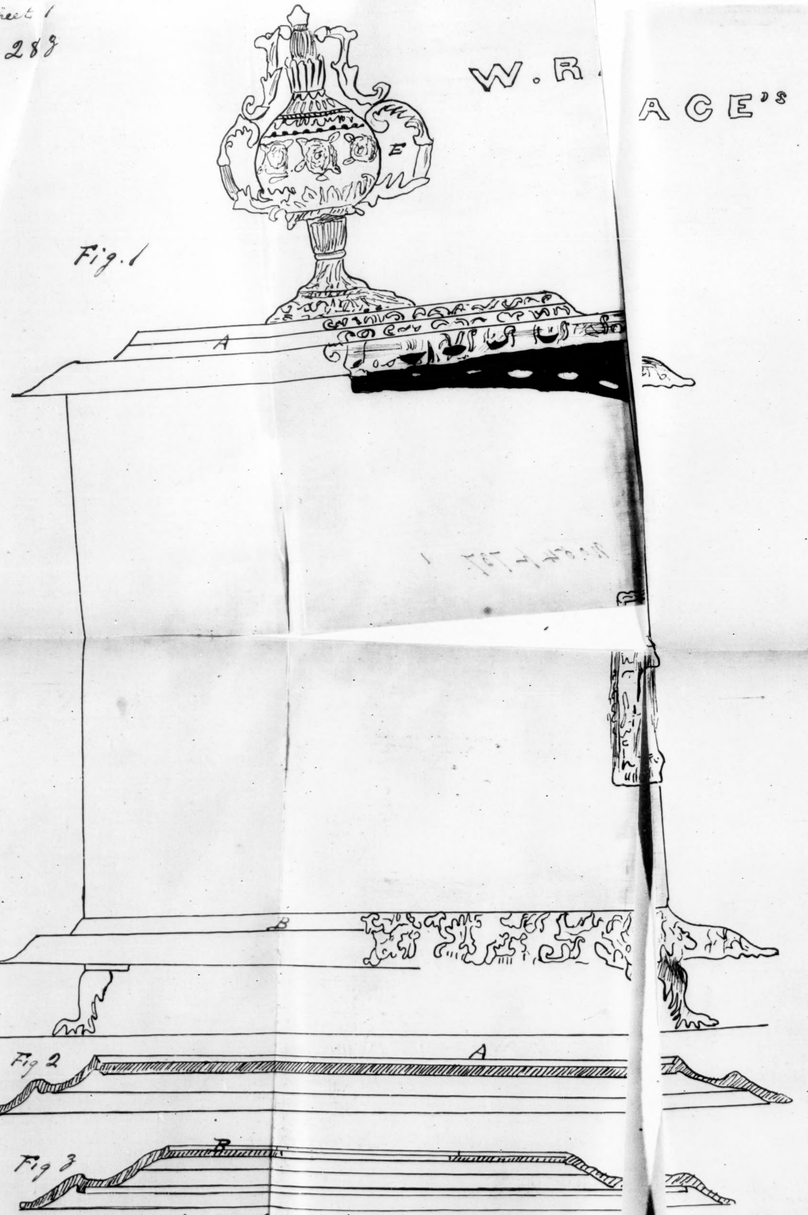
Correctly attached.
A. L. McIntire Asst. P. Office

No. 54. page 950. — Ivory vs Foote

961 Sheet 1
№ 283

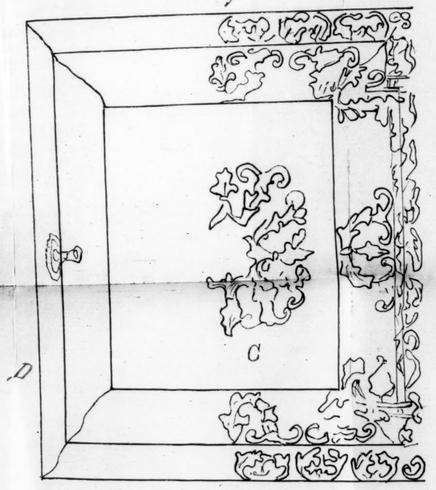
W. R[illegible] ACE's STOVE DESIGN.

Fig. 1



Drawing correctly attached
A. L. McIntire Exr. Pat. Office

Fig. 4



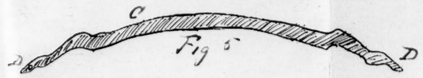


Fig 5

From Z. C. Robbins Esq. Washington D.C.

W. Race. Sheet 2

Fig. 9.

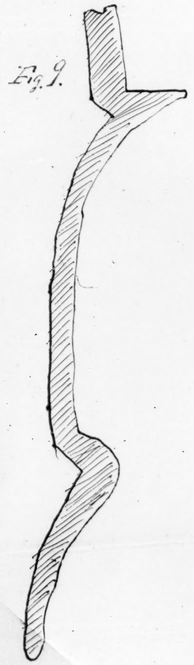
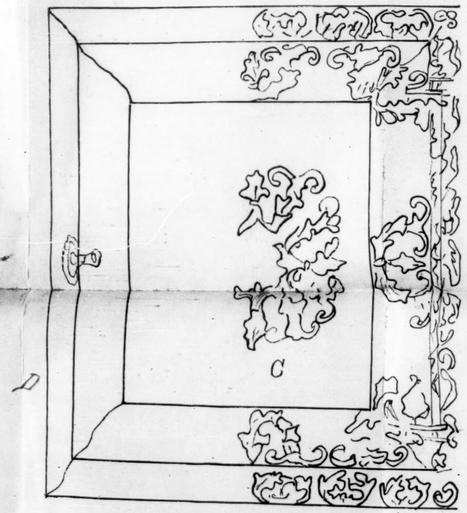


Fig. 8

Ser. 54 - Page 961 Sizes of Parts

E's STOVE DESIGN.

Fig. 4



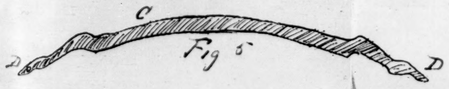


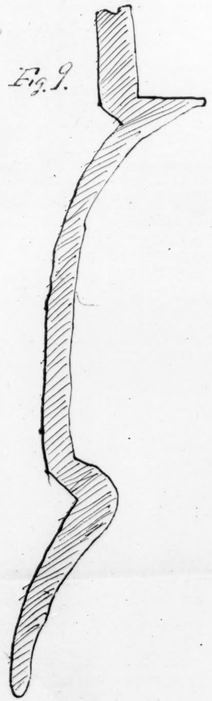
Fig 5

From Z.C. Robbins Office Washington D.C.

W. Rance Sheet 2

Fig. 8

Fig. 9.



Pge 54. page 52. Silsby to Foote

Fig 6

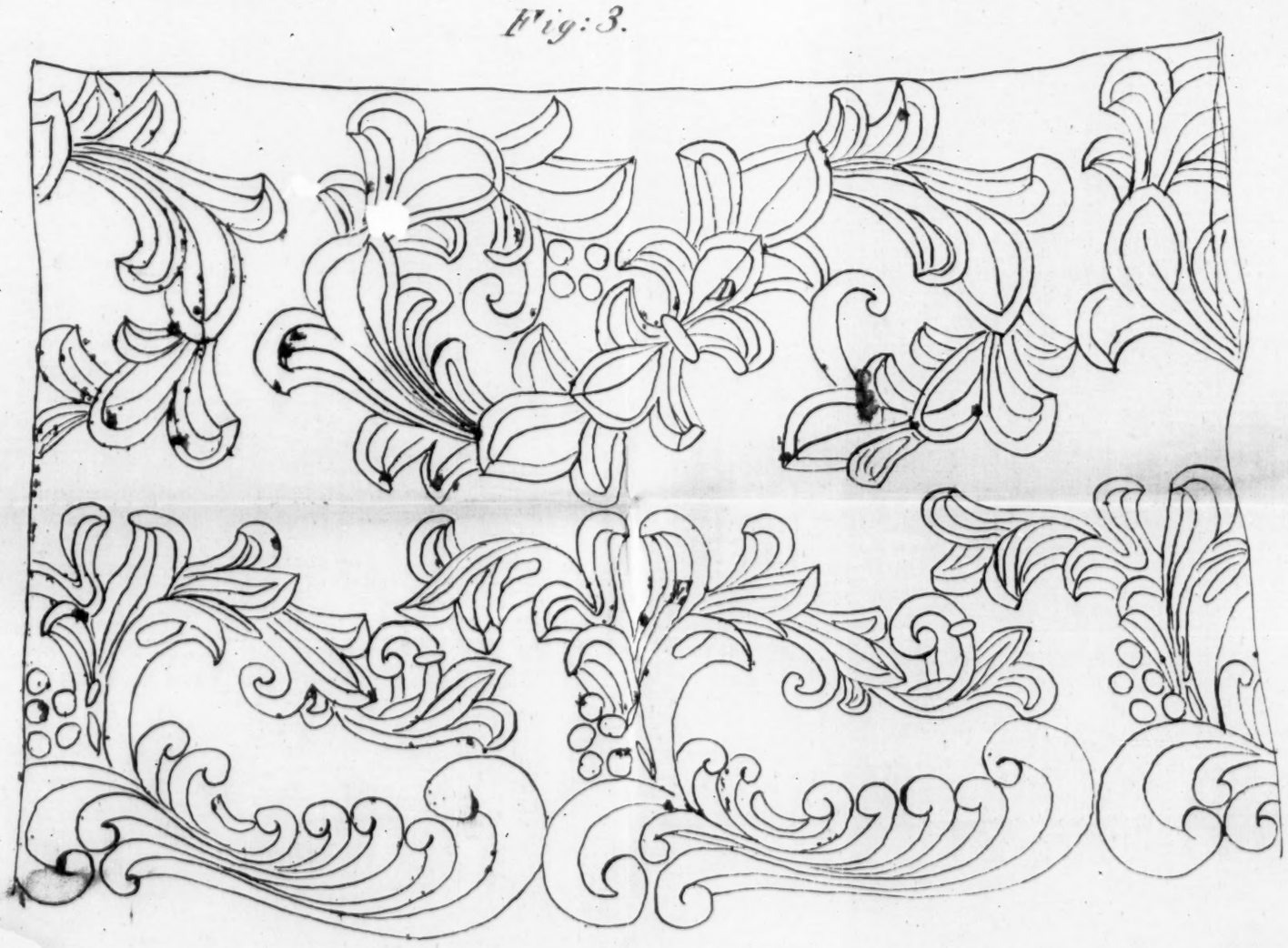
Fig. 7

42

8034 - page 956

Fig: 2

Fig: 3.

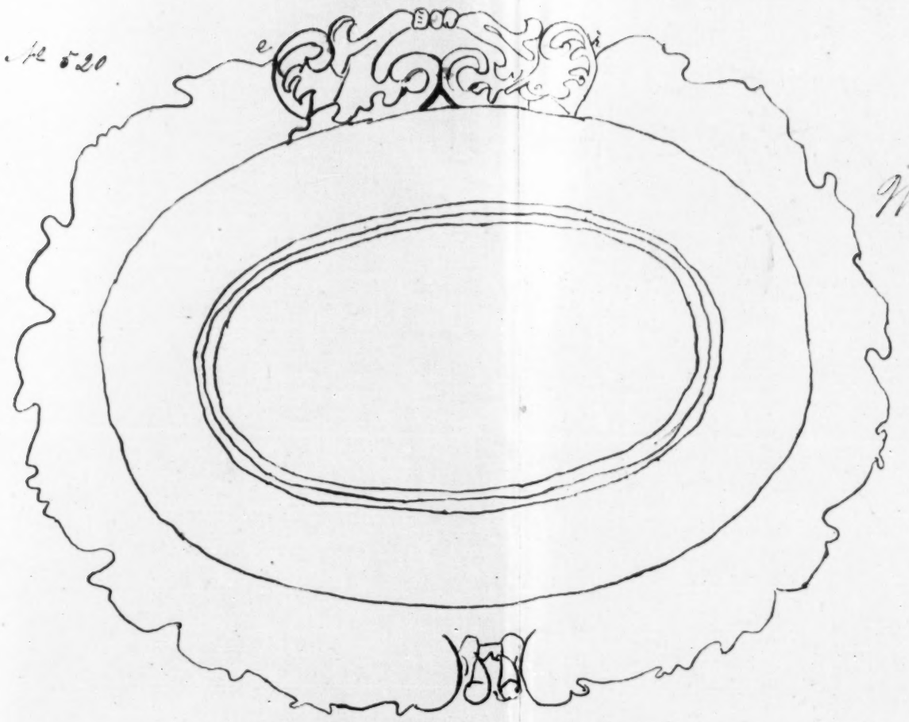


From J. C. Robbins' Office. Washington D. C.

No 84. page 971. Likely to Foote

Design. No 520

Fig. 3.



Washburn Race's Design for Plates &c Parlor Stoves

Fig 4

Fig 7

Fig 8

Fig. 1

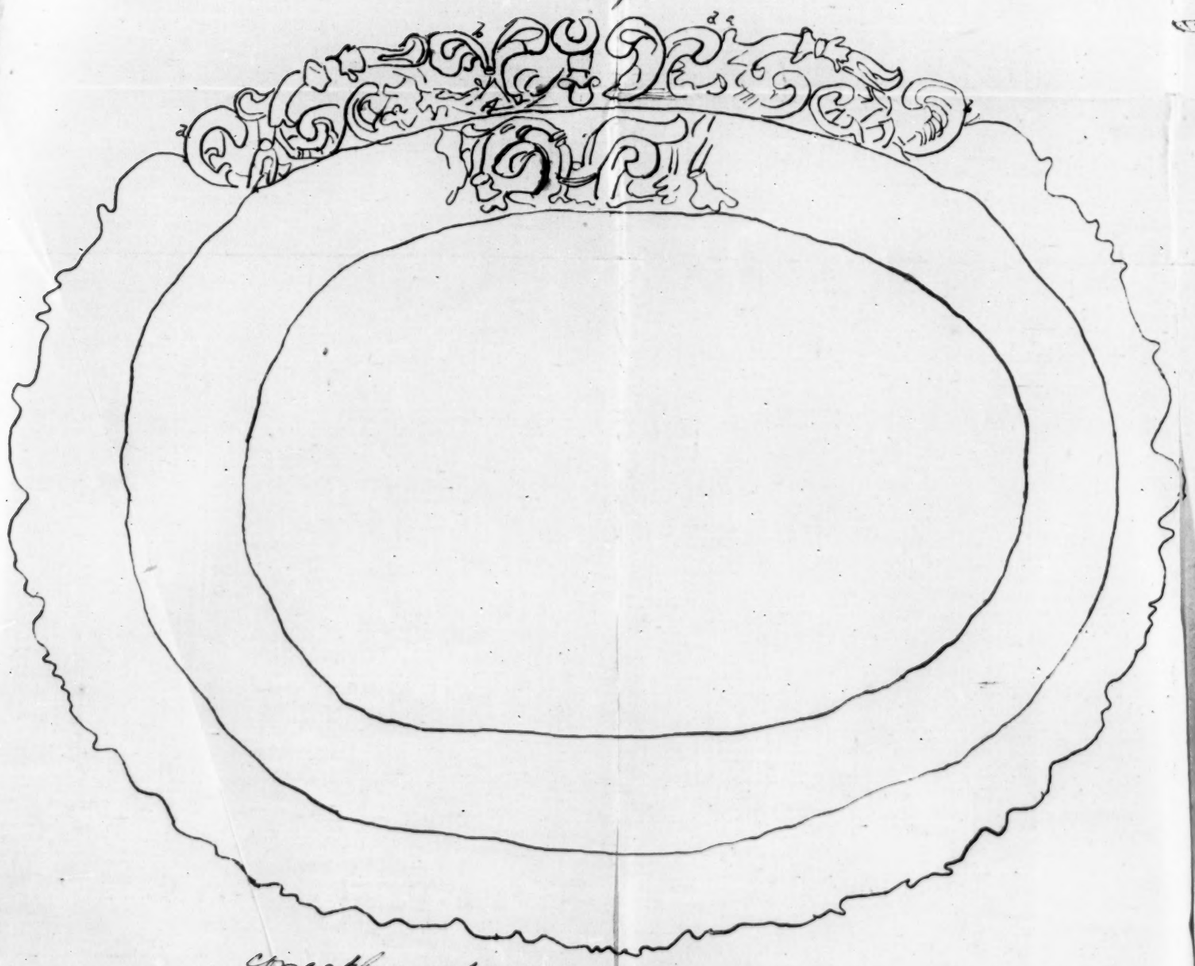


Fig 2

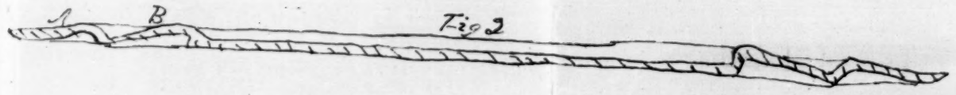


Fig 5

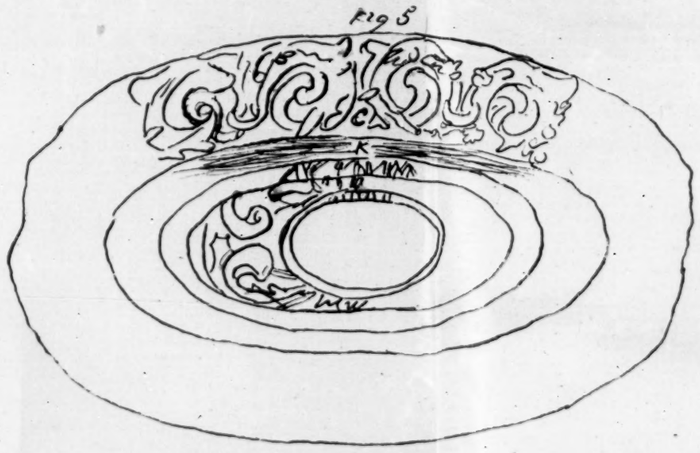
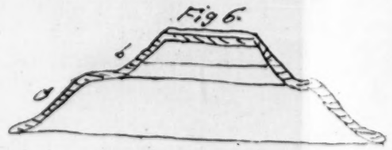


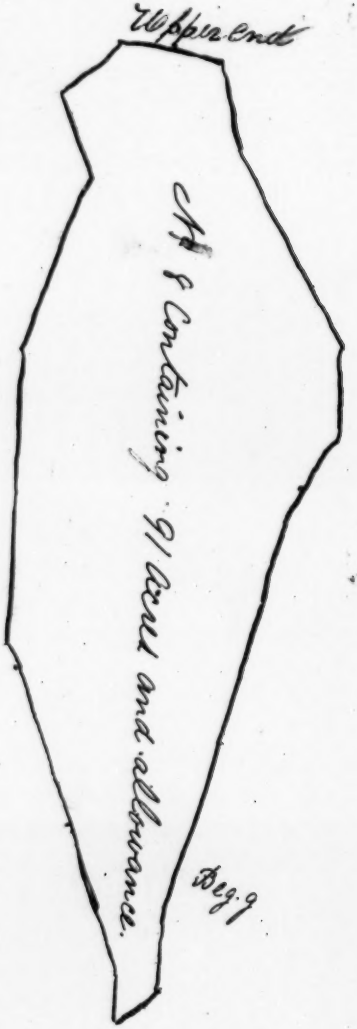
Fig 6.



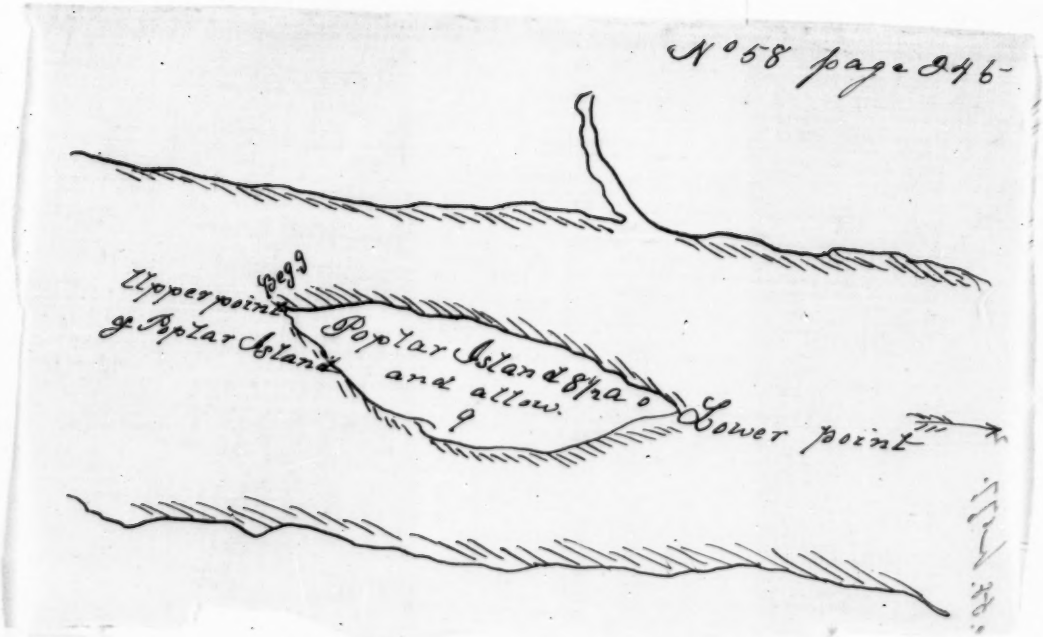
correctly attached
A. L. McIntyre Dr. P. Office

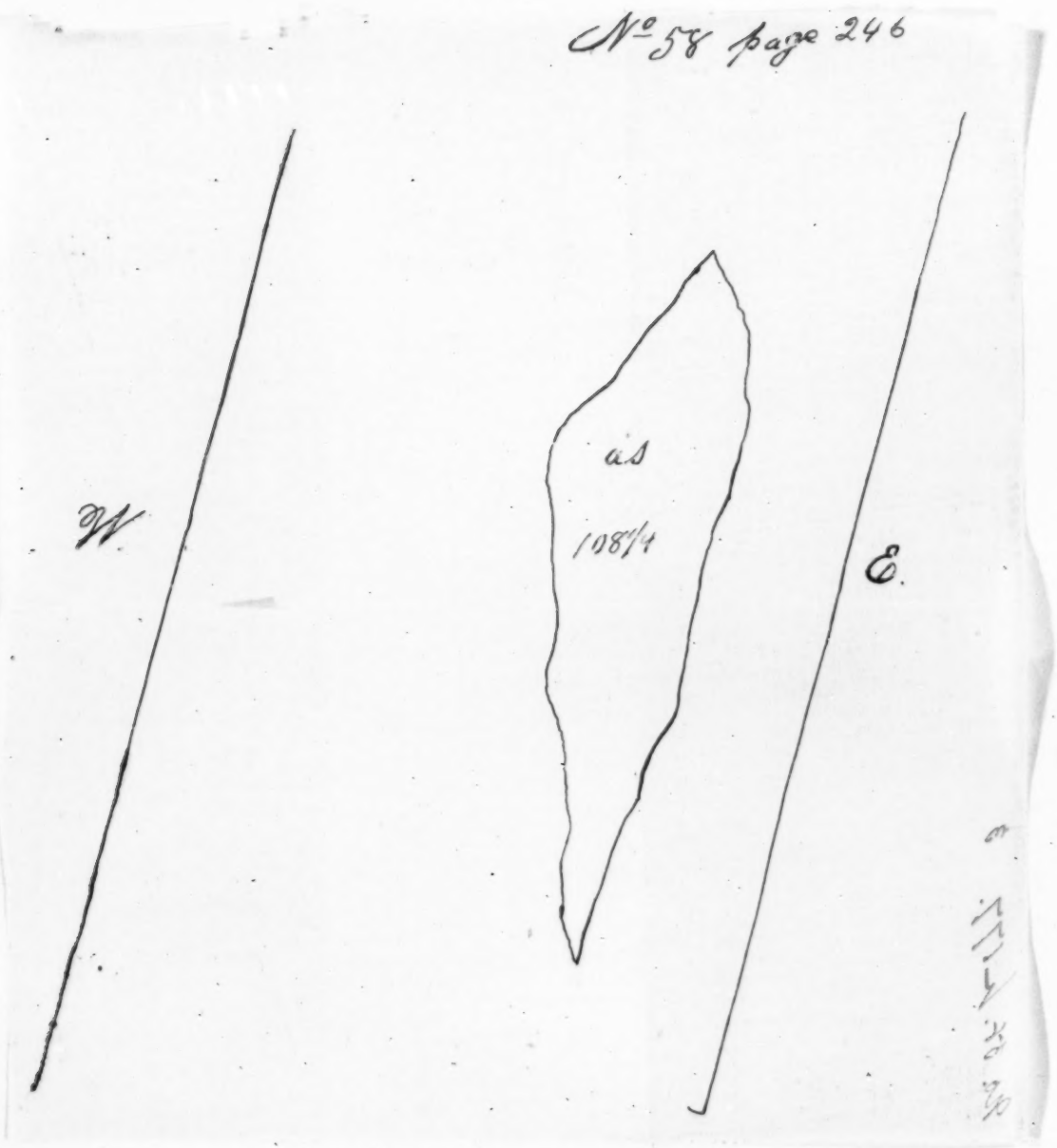
Down the West of Susquehanna River
Joshua Lewis Owned
Jones Island 58 1/2
with allowance
East side of Susquehanna River
James Galbraith's Land

No. 88. p. 176. & No. 58. page 244



Strecke Kommando
Lade
Lade


N°58 page 946
Upper point
Begg
of Poplar Island
Poplar Island 8½a 0
and allow.
?
Lower point


No 58 page 246
W.
as
108¼
E.

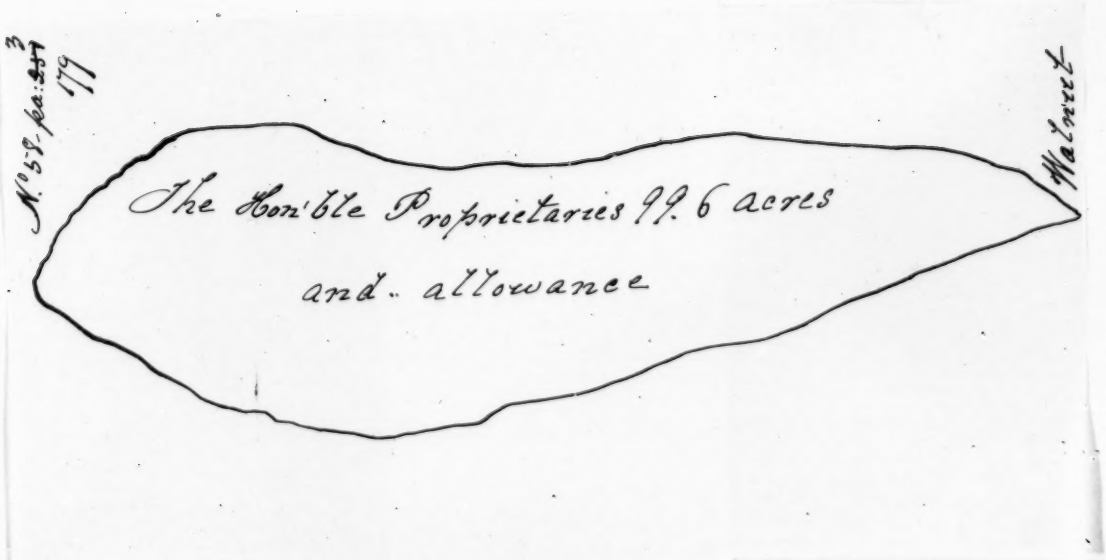
Surv. 28 Augt 1848 S.S. Hughes

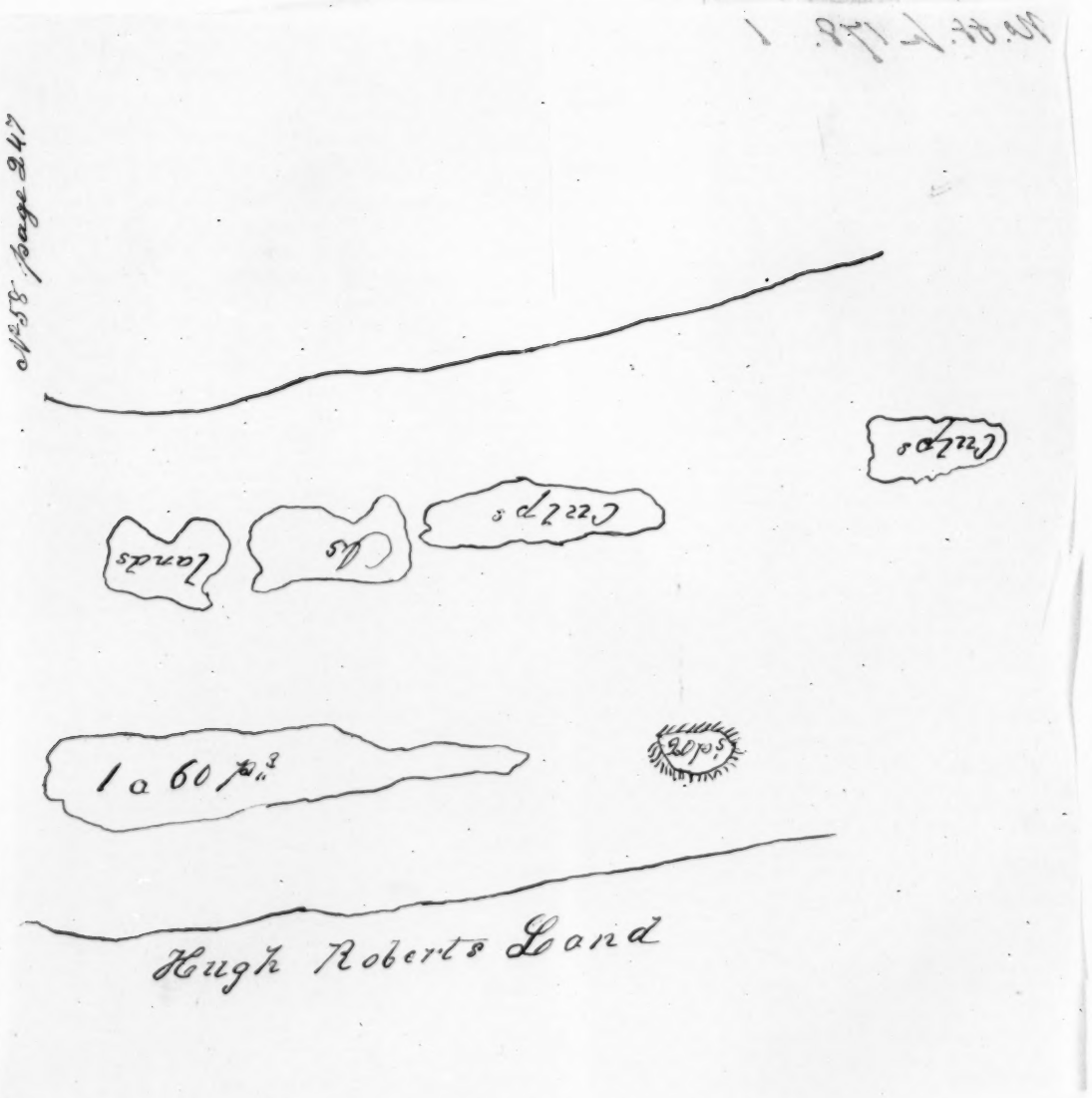
No 178 2

179

Ezra Beg 9

№58 page 250 2
179


N° 58. pa: 253
3
179
The Hon'ble Proprietaries 99. 6 acres
and. allowance
Walnut


Hugh Roberts Land
1 a 60 p.s
Lands

Down

Susquehannah

Beginning

N 25° E 132 Perches

Susquehannah

Island in the Juniatta

Juniatta

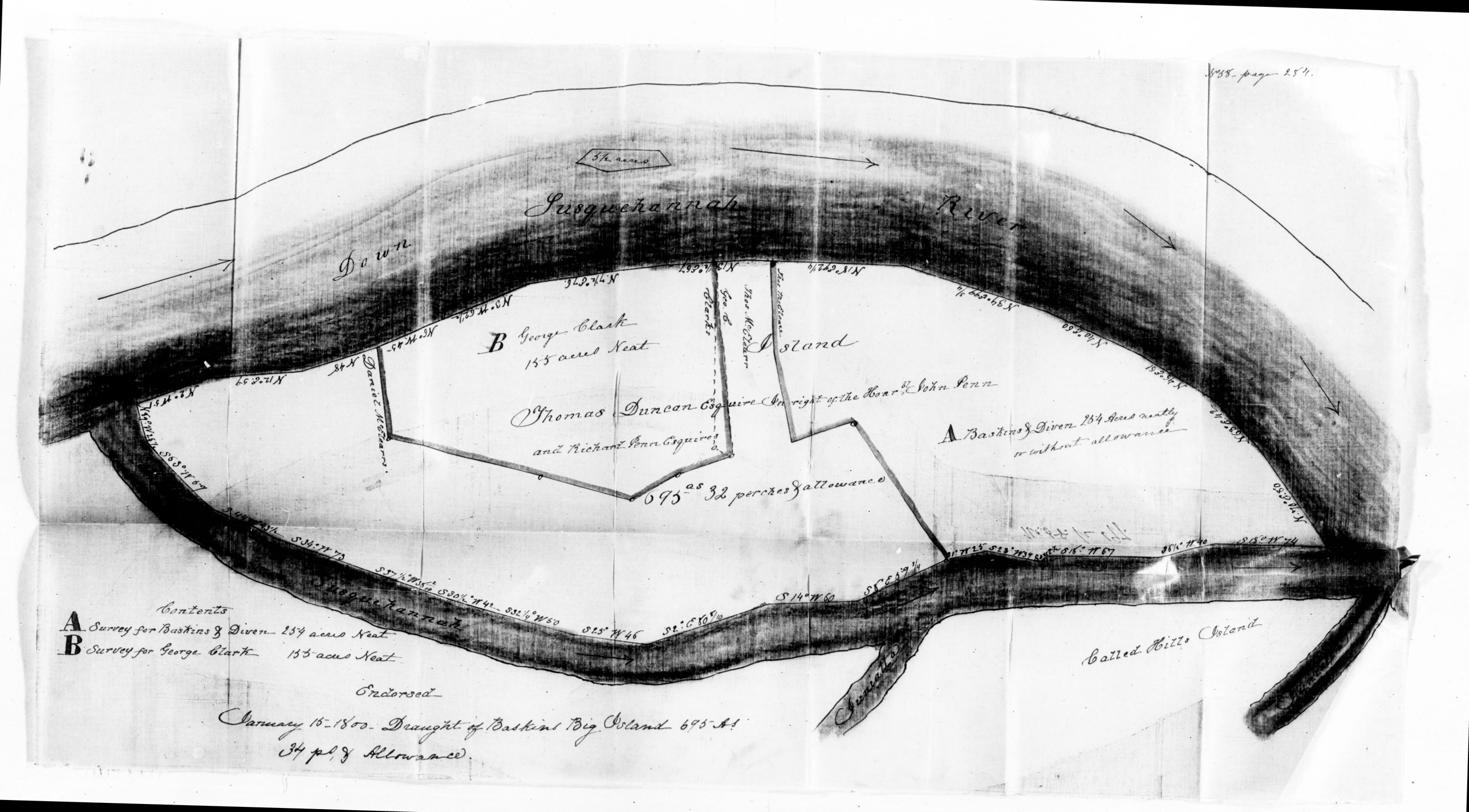
Juniatta

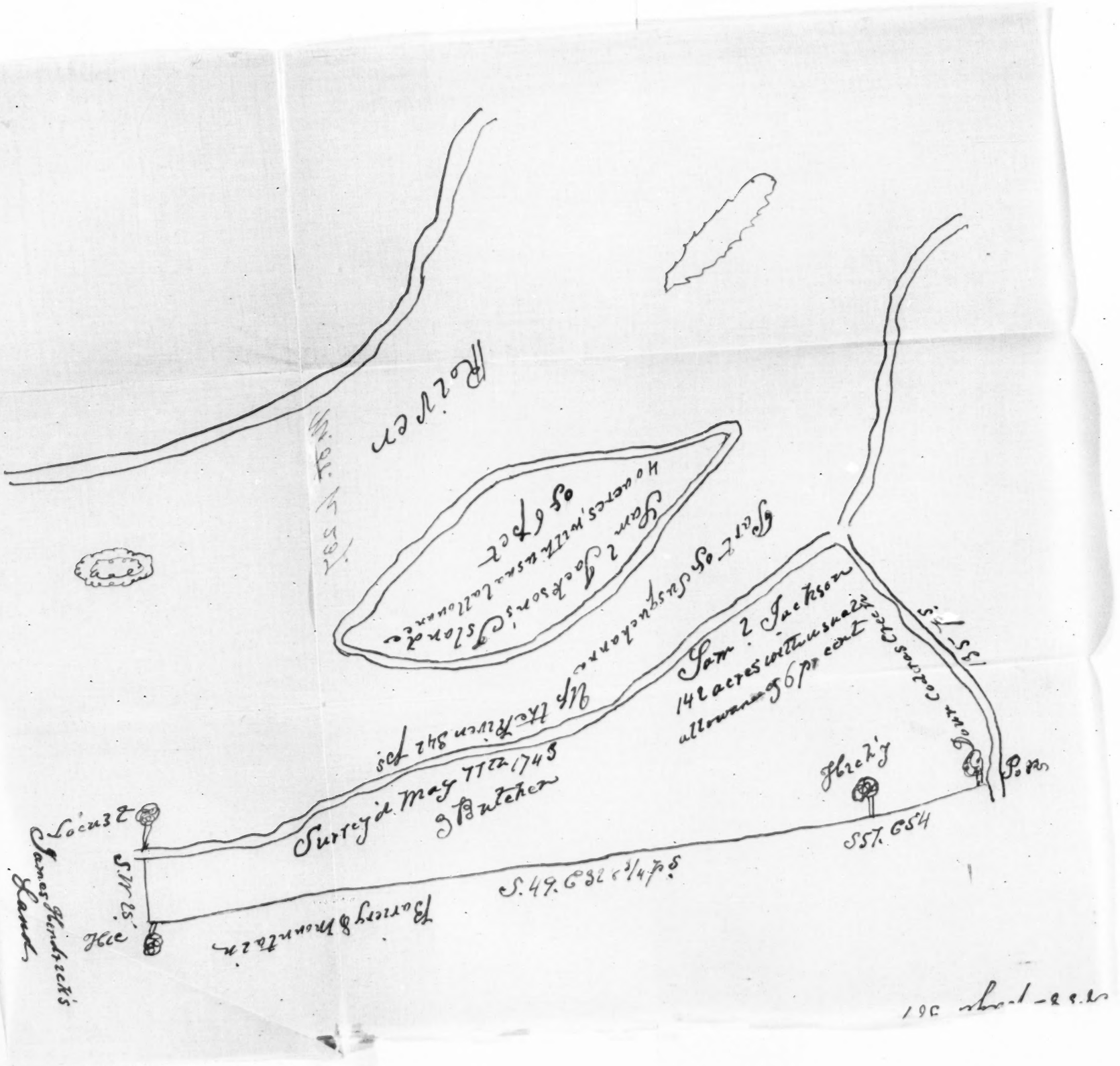
Old Orsey Pine Town

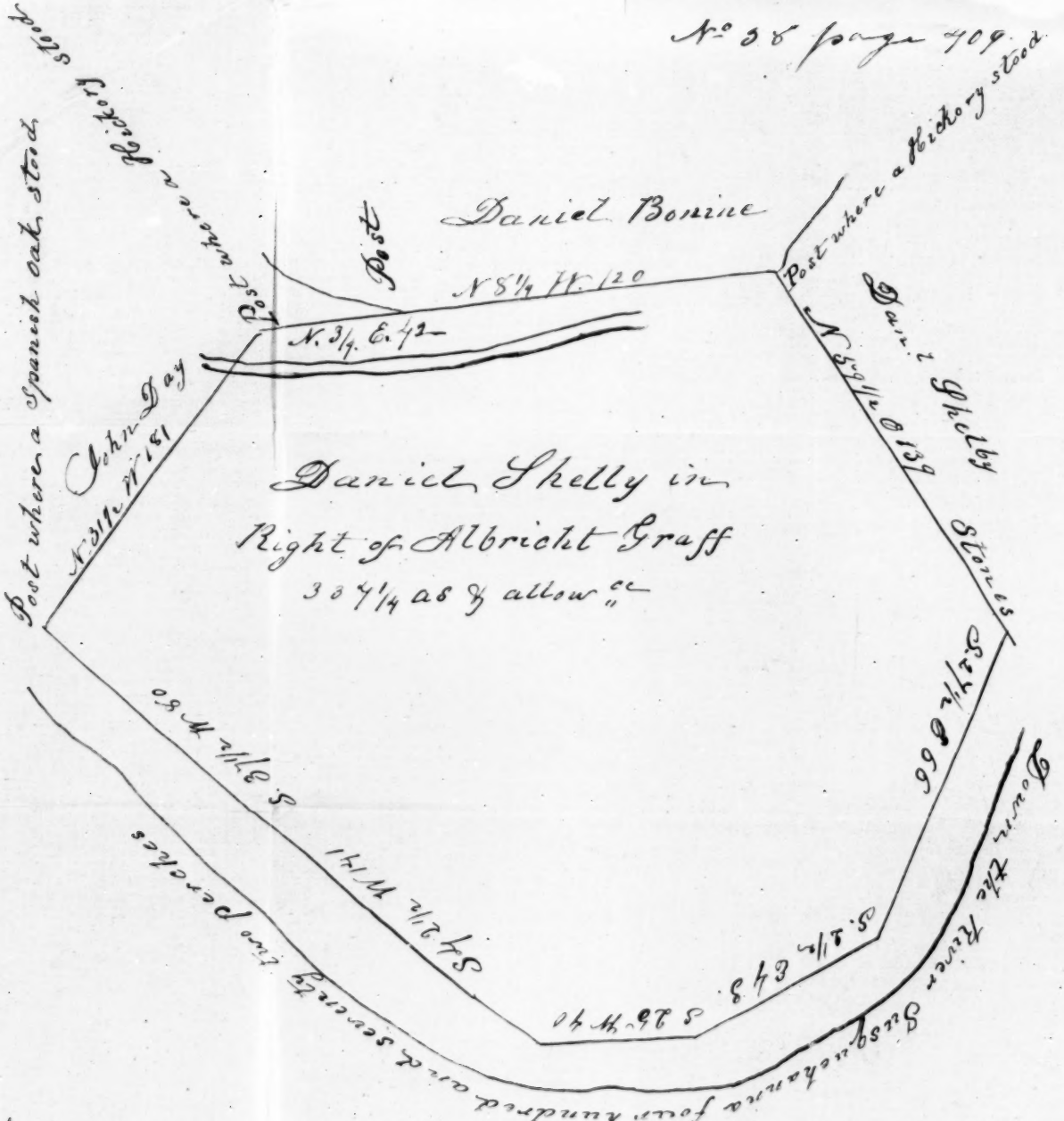
No 3

Containing 617 Acres & allowance.

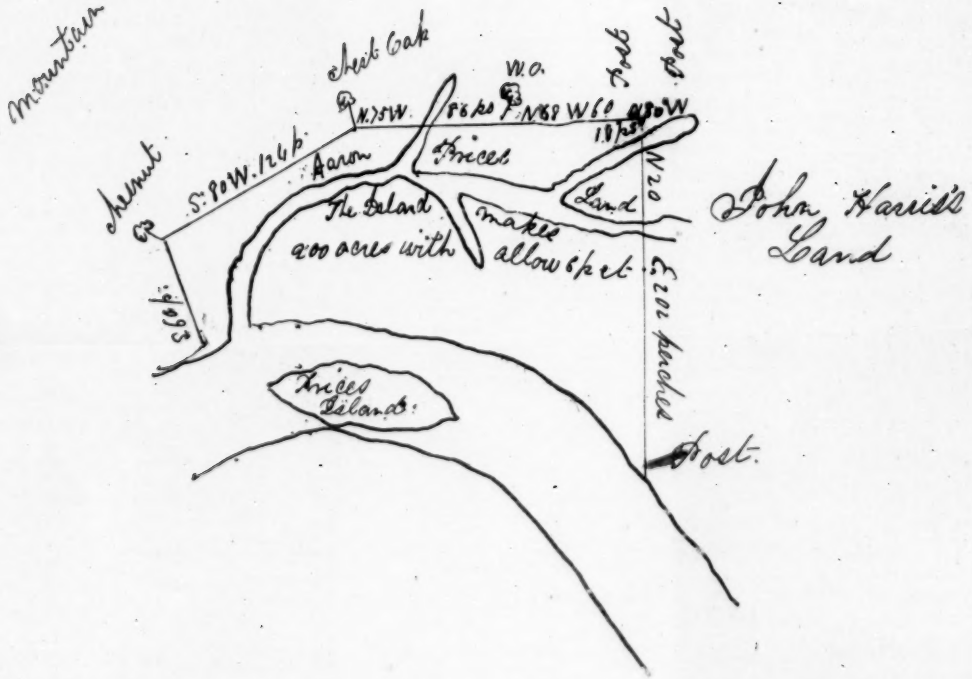
No 58 page 211

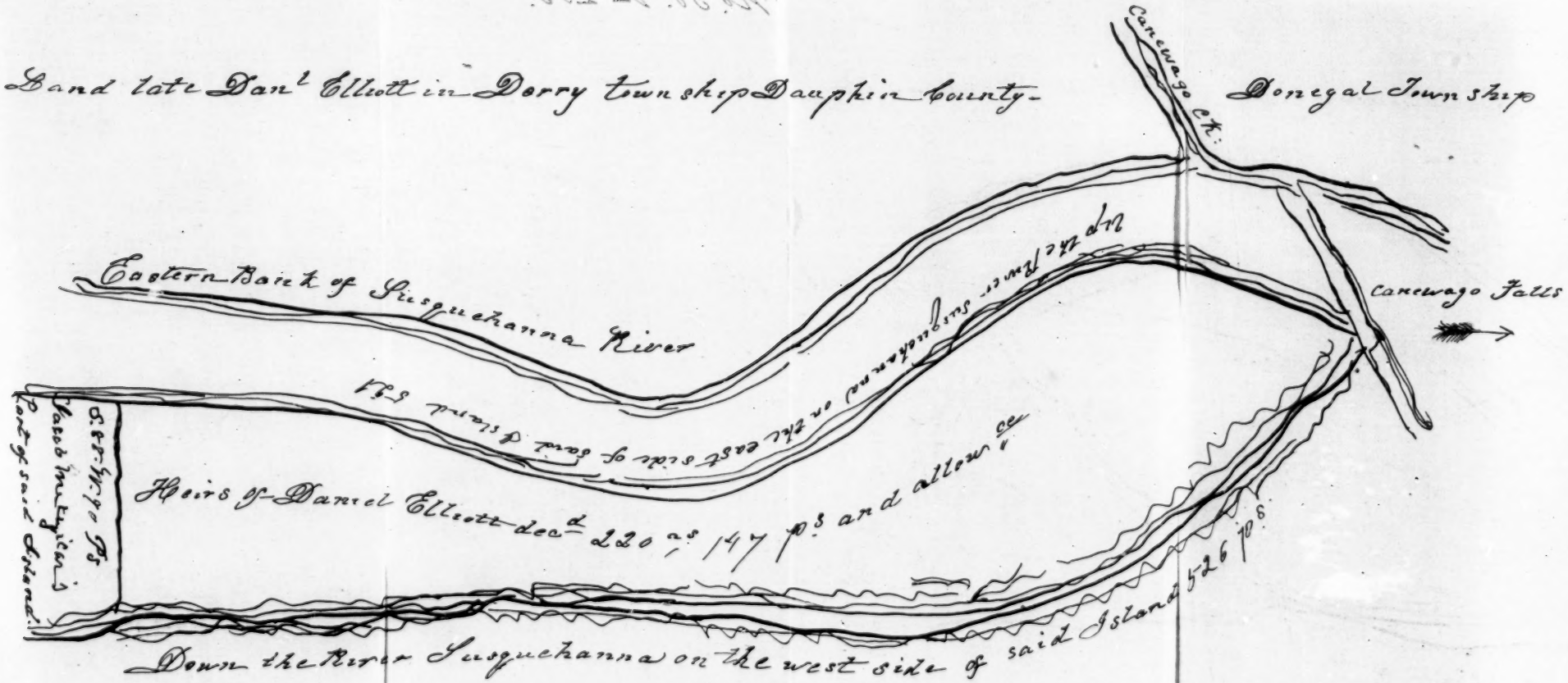

Susquehannah River
Down
5 h. acres
B George Clark 135 acres Neat
Thomas Duncan Esquire in right of the Honr.d John Penn
and Richard Penn Esquires
A Baskins & Diven 254 Acres neatly or without allowance
Island
695 as 32 perches & allowance
Daniel McClearn
Geo. Clarks
Hon. McClean
Susquehannah
Called Hill's Island
Contents
A Survey for Baskins & Diven 254 acres Neat
B Survey for George Clark 135 acres Neat
Endorsed
January 16-1800 Draught of Baskins Big Island 695 A.s
34 p.s & Allowance.


River
Surveyed May 11th 1745
Sam. Jackson
142 acres with the allowance of 6 p cent
Sam. Jackson
Glen 2 Jacksons Island
Houses, Mill, Warehouse, Outhouses
95 Perches
Glen 2 95 Perches
Glen 2 Jacksons Island
Glen 2 Jacksons Island
Glen 2 Jacksons Island


No 38 page 709.
Daniel Bonine
N 8¼ W. 120
Post where a Hickory stood
Dan.l Shelby
N 39½ E 139
Stones
S 2½ E 66
S. 1½ E 43
S 26° W 40
S 4½ W 141
S. 37½ W 80
Down the River Susquehanna four Hundred and seventy two Perches
Post where a Spanish oak stood
Post where a Chestnut Oak stood
Post
N. ¾. E. 42
John Day
N 31½ W 181
Daniel Shelly in
Right of Albright Graff
304¼ as by allow.ce

No 58 page 406




Land late Danl Elliott in Derry township Dauphin County
Donegal Township
Conewago Ck.
Eastern Bank of Susquehanna River
Up the River Susquehanna on the east side of said Island 52 Ps
Conewago Falls
Heirs of Daniel Elliott decd 220 as 147 Ps and allowance
Down the River Susquehanna on the west side of said Island 526 Ps

"SCHEDULE No. 91."—(COPY.)

3010

Receipts from Customs, in the State of California, from January 15, 1851, to June 30, 1852.

Time.	Collectors.	Districts.	Duties on Merchandise.	Tonnage Duty and Light Money.	Marine Hospital Money.	Excess of Deposits for ascertained Duties.	Proceeds of Sales of Seized Goods.	Fines, Penalties, and Forfeitures.	Official Fees.	Storage, Inspector's Fees, &c. &c.	Proceeds of Sale of Revenue Boat, &c.	Deposits to produce Certified Invoices.	Total Receipts.	Aggregate.
January 15 to March 3, 1851,	T. Butler King,	San Fran'co,	204,523 61	1,685 63	1,423 91	6,650 75	610 54	200 00	3,124 37	10,972 00			229,190 81	
March 4 to March 31, "	Do.	Do.	199,606 65	725 68	1,002 46	7,124 50		160 00	1,766 76	6,182 00			216,568 05	
April 1 to June 30, "	Do.	Do.	626,283 06	4,716 61	3,222 12	19,686 10	13,187 47	842 20	5,853 60	39,784 19			713,575 35	
July 1 to Sept. 30, "	Do.	Do.	458,522 64	4,249 60	2,861 09	20,164 11		1,916 05	5,857 01	28,778 39	40 00		522,388 29	
Oct. 1 to Dec. 31, "	Do.	Do.	572,491 60	3,018 42	1,746 07	35,013 15		1,097 62	4,390 80	43,768 40		580 00	666,227 63	
January 1 to March 31, 1852,	Do.	Do.	456,289 90	2,903 30	1,776 48	37,407 35	4,091 57	530 80	3,070 05	24,147 65	1,369 10	1,170 00	528,698 59	
April 1 to June 30, "	Do.	Do.	429,079 98	3,631 22	2,180 56	42,413 20	33 96	1,932 97	2,172 83	12,438 24		1,345 00	494,294 00	3,370,942 72
January 10 to March 31, 1851,	W. W. Gallaer,	Sonoma,	2,258 50		70 00			238 85	115 05				2,682 40	
April 1 to June 30, "	Do.	Do.	10,523 70		64 95			37 95	191 40	680 00			11,498 00	
July 1, 1851, to March 31, 1852,	Do.	Do.	51,467 85		97 62			169 75	250 45	1,080 00			53,065 67	
April 1 to June 30, "	Do.	Do.			33 91				45 20				79 11	67,325 18
Dec. 12, 1850, to June 30, 1851,	Mad'n. Walthall,	San Joaquin,												
July 1, 1851, to June 30, 1852,	Do.	Do.	218 39		12 80								231 19	231 19
May 7 to December 31, 1851,	J. S. Hambleton,	Sacramento,	1,453 11		319 37			51 00	445 70				2,269 18	
January 1 to March 31, 1852,	Do.	Do.			44 40				103 68				148 08	
April 1 to June 30, "	Do.	Do.	931 13		59 10				209 90				1,200 13	3,617 39
January 13 to March 31, 1851,	Wm. C. Ferrell,	San Diego,	3,464 17						123 20				3,587 37	
April 1 to June 30, "	Do.	Do.	330 72		15 44				66 97				413 13	
July 1 to December 31, "	Do.	Do.	5,657 55		23 40				167 77				5,848 72	
January 1 to March 31, 1852,	Do.	Do.	1,261 57						81 52				1,343 09	
April 1 to June 30, "	Do.	Do.	252 87						87 35				340 22	11,532 53
March 7 to June 23, 1851,	S. Barney, act'g,	Monterey,	5,615 15	517 36	29 45								6,161 96	
June 30 to Sept. 30, "	Wm. H. Russell,	Do.	634 26	33 24									667 50	
Oct. 1 to Dec. 31, "	Do.	Do.												
January 1 to March 31, 1852,	Do.	Do.												
April 1 to June 30, "	Do.	Do.							148 95				148 95	6,978 41
			3,030,866 41	21,510 46	14,983 43	168,459 16	17,923 54	6,277 19	28,272 56	167,830 87	1,409 00	3,095 00		3,460,627 42

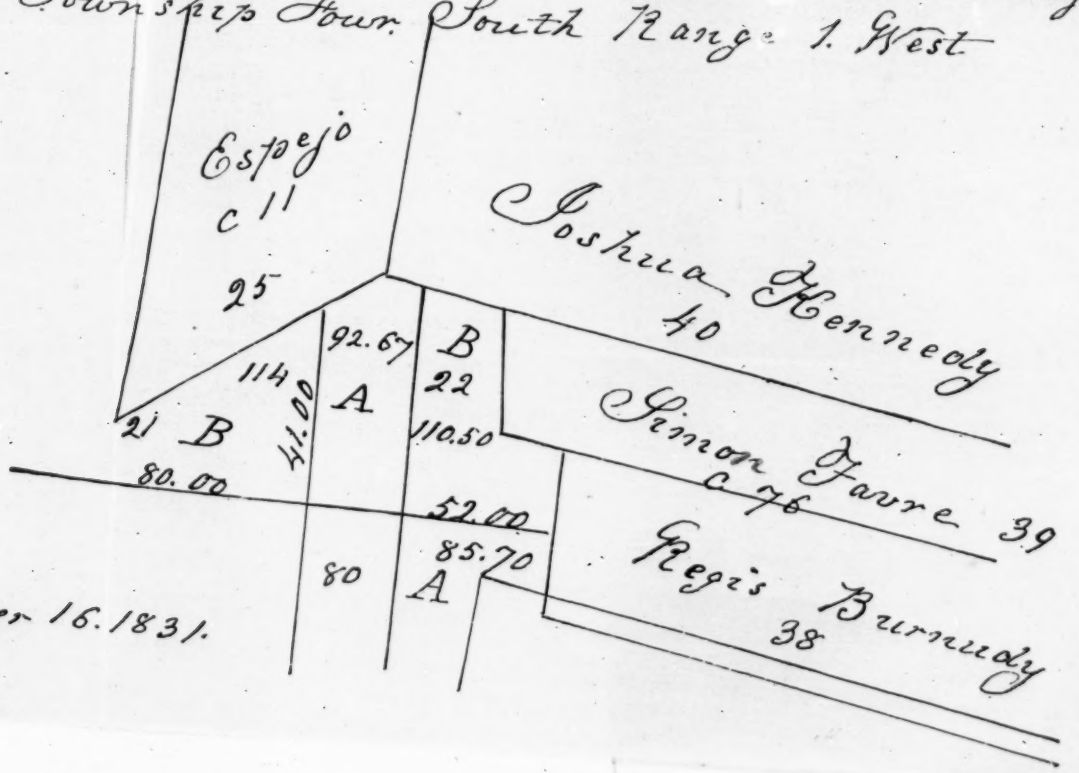
Payments for the Collection of the Customs, in the State of California, from January 15, 1851, to June 30, 1852.

Time.	Collectors.	Districts.	Inspectors, Wrs., Grs. and Meas.	Contingent Expenses.	Revenue Cutters and Boats.	Appraisements.	Duties refunded. Miscellaneous.	Compensation.	Public Warehouse.	Office Expenses.	Excess of Deposits Refunded.	Office Expenses of Wrs. Grs. & Meas.	Deposits to produce Certificate Invoices ref'd.	Disbursem'ts for Confidential Paym'ts.	To supply deficiency of Emol. of Sur. & Nav. Off.	Total Payments.	Aggregate.
January 15 to March 3, 1851,	T. Butler King,	San Francisco	49 675 61	15 523 58	7,482 04	8 805 77	283 92	1,305 56	6,707 36	10,961 11	6,636 15					107,381 10	
March 4 to March 31, "	Do.	Do.	29 178 16	2,667 50	4,045 46	3,188 25	697 40	833 34	4 325 70	7,643 63	5,648 30					58,227 74	
April 1 to June 30, "	Do.	Do.	77,162 00	43 567 30	27,917 25	13,879 35	240 00	2,500 00	20,068 14	20,526 41	15 781 80	7,015 08				229,557 33	
July 1 to Sept. 30, "	Do.	Do.	74,417 64	28,031 62	12 156 47	13,768 94		2,500 00	39,560 89	22 305 29	18 485 51	11,855 55				223,081 91	
Oct 1 to Dec. 31, "	Do.	Do.	72 630 00	16,472 79	13 803 75	13,203 17		2,500 00	30,762 49	23,091 94	35,011 85	9,234 75	70 00	912 50		217,663 24	
Jan. 1 to March 30, "	Do.	Do.	52 776 00	14,422 40	10,710 62	12,391 22	1,635 23	2,500 00	33,328 48	24,720 00	37,307 75	8,396 25		500 00		194,735 95	
April 1 to June 30, "	Do.	Do.	41,741 00	16,558 59	12,929 26	16,282 79	1,564 38	2,500 00	33,374 08	23,635 65	51,276 90	2,447 25	935 00	750 00	14,016 66	218 011 90	1,248,689 17
January 10 to March 31, 1851.	W. W. Gallaer,	Sonoma,	1,247 00	1,833 49	692 09			867 07								4,739 65	
April 1 to June 30, "	Do.	Do.	1 301 00	3,657 01	1,298 49			1,251 89								7,448 39	
July 1, 1851, to March 31, 1852,	Do.	Do.	6,253 00	814 02	5 323 68			3,600 55	9,250 00							25,241 25	
April 1 to June 30, "	Do.	Do.	2,3 8 09	57 77	1,347 29			796 22	2,700 00							7,207 28	44,636 57
Dec. 12, 1850, to June 30, 1851,	Mad'n Walthall,	San Joaquin,						1,663 64								1,663 04	
July 1, 1851, to June 30, 1852,	Do.	Do.	1,410 00	877 70				3 006 94	1,350 00							6,644 64	8,307 68
May 7 to Dec. 31, 1851.	J. S. Hambleton.	Sacramento,	3,090 00	3 651 28				2,452 17								9 192 45	
July 1 to March 31, 1852,	Do.	Do.	948 00	746 96				855 01								2,549 97	
April 1 to June 30, "	Do.	Do.	1,062 00	1,065 00				989 60								3,116 60	14,859 02
January 13 to March 31, 1851,	Wm. C. Ferrell,	San Diego,	72 00	70 52	144 00			877 13								1,163 65	
April 1 to June 30, "	Do.	Do.	738 00	17 52	17 00	12 00		827 35								1,611 87	
July 1 to Dec. 31, "	Do.	Do.	2 128 00	304 50	35 50			1,838 20								4,306 20	
January 1 to March 31, 1852,	Do.	Do.	1,104 00	18 00	31 00			869 57								2,021 37	
April 1 to June 30, "	Do.	Do.	2,748 21	232 26	28 00			844 94								3 853 41	12 956 50
March 7 to June 23, 1851,	S. Barney, act'g,	Monterey,	2 226 00	31 91	8 00		166 00	1,180 52								3,512 42	
June 23 to Sept 30, "	Wm. H. Russell,	Do.	1,738 00	120 00				835 96								2,693 96	
Oct. 1 to Dec. 31, "	Do.	Do.	304 38	5 00			122 00	750 00								1,181 38	
January 1 to March 31, 1852,	Do.	Do.	774 00		7 00			750 00								1,531 00	
April 1 to June 30, "	Do.	Do.	1,458 00	48 00				898 95								2,454 95	11,323 71
			428,590 00	150,790 01	97,915 94	81,531 49	4,708 93	39,693 81	182,327 14	128,884 00	170,198 26	38,948 88	1 005 00	2,162 50	14,016 66		1,340,772 65

TREASURY DEPARTMENT, REGISTER'S OFFICE.

Exhibit referred to in the deposition of James Mcgoffin. No 7 page 37

(Void) Township Four South Range 1. West

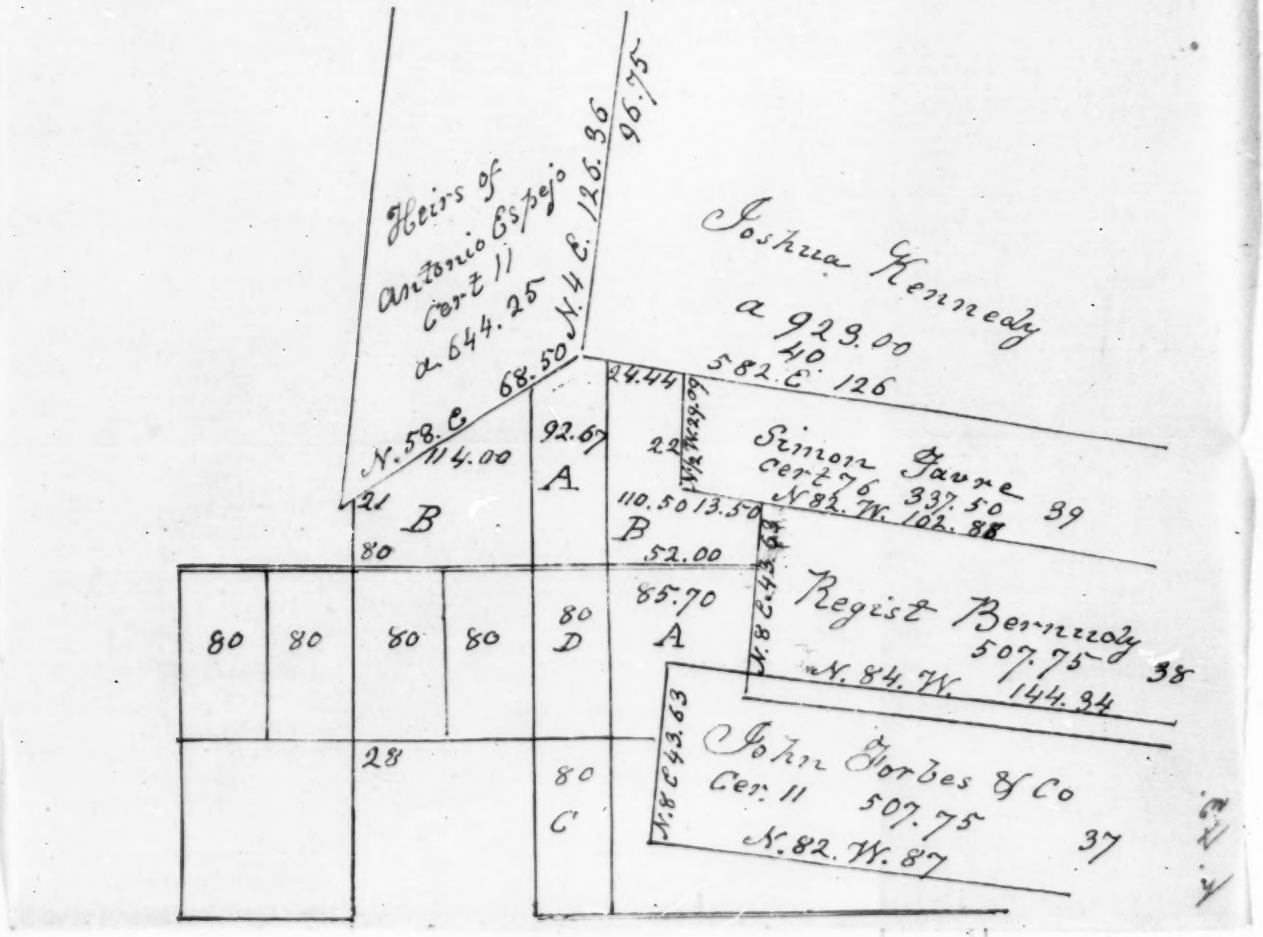


September 16. 1831.

Exhibit referred to in the deposition of Jas. Magoffin

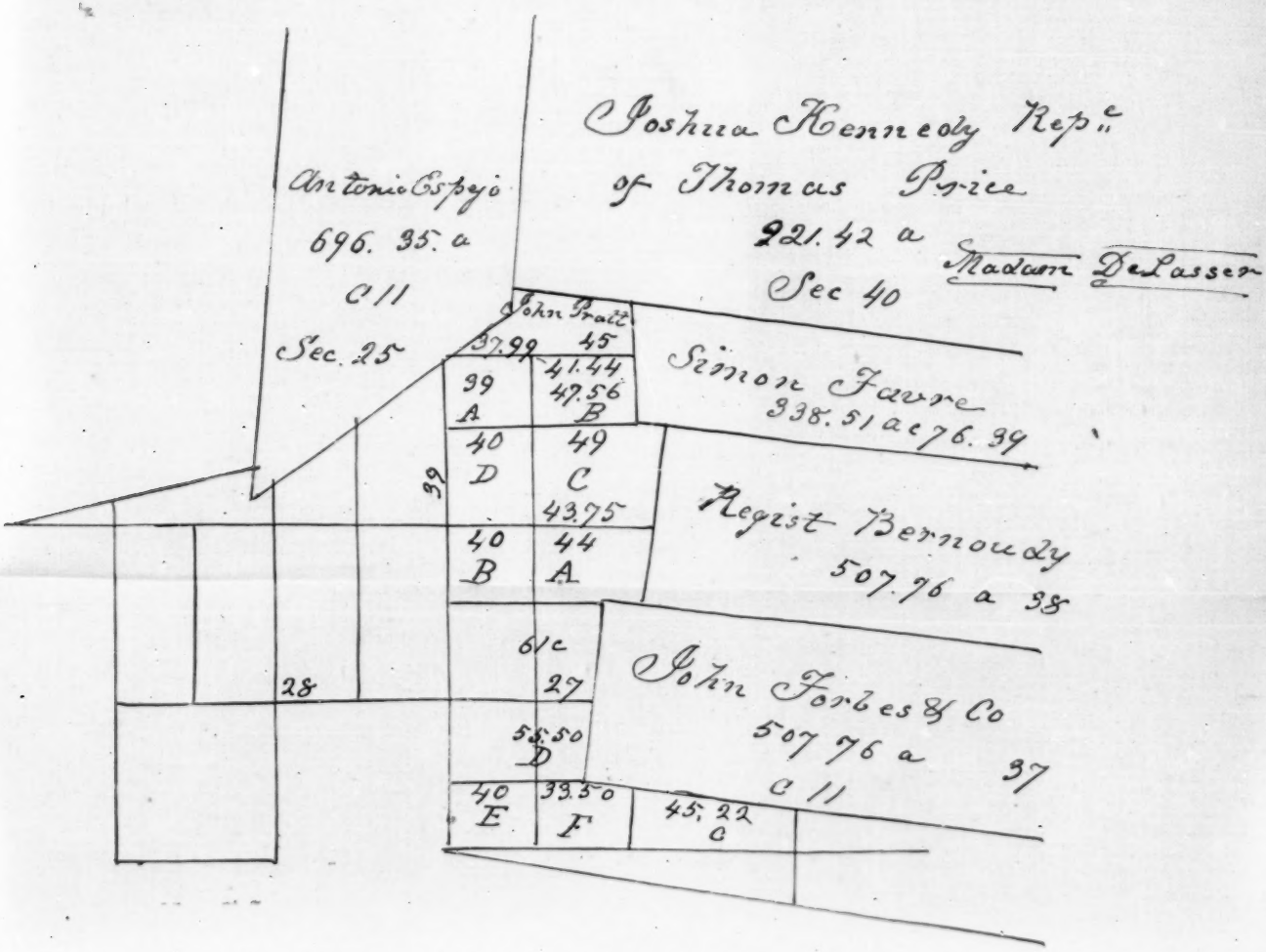
No. 11. page 38

Fol. Township Four South Range 1 West.

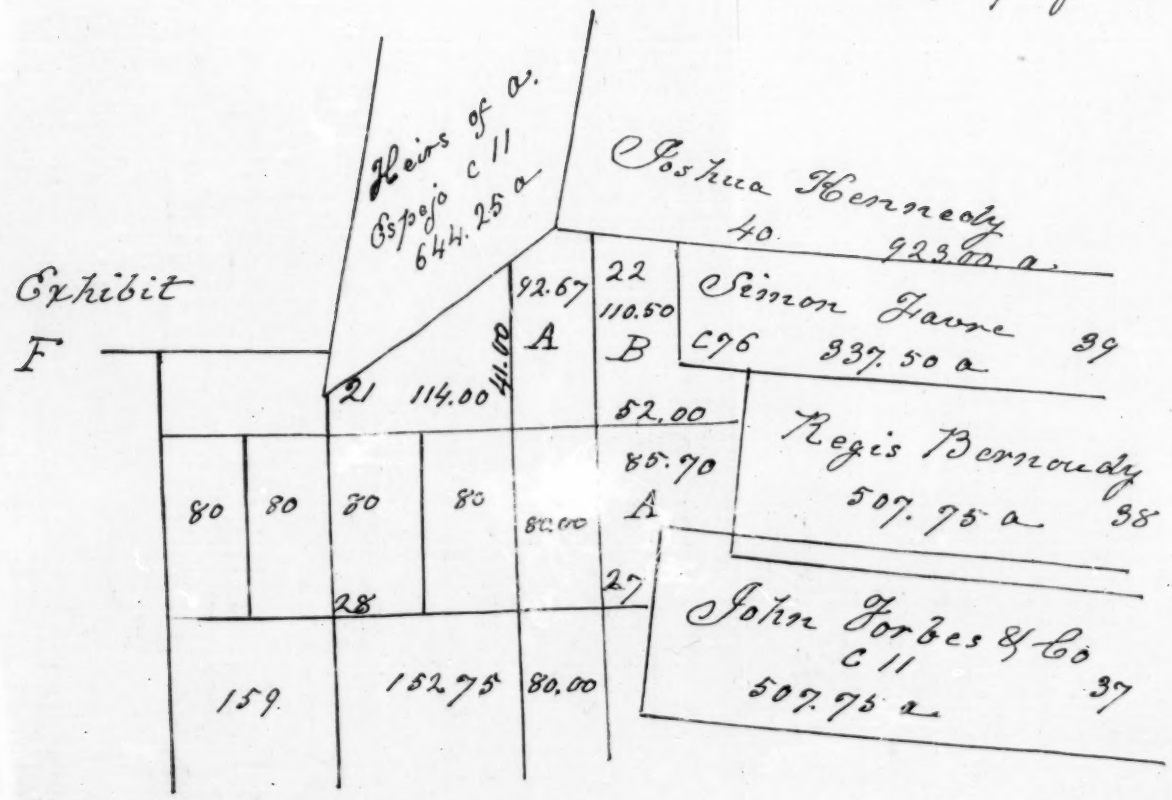


Lt. No 91 - page 6 46.

Township Four South . Range One West



No 71 page 6944.



Township 4 S. Range 1 West.

No 71 - page 64 467